d.) S. F. SCHNAARS

W Somerville

B. M. O'SULLIVAN

CONTENTS, VOL. VI.

	PAGE
Agreements, Industrial, registered during year ended December, 1926 :—	
Assemblers, R. Purser & Co.—No. 29 of 1926	295
Bootmaking—Metropolitan—No. 18 of 1926	178
Bootmaking (Bespoke), Metropolitan—No. 16 of 1926	172
Bootmakers, Metropolitan—No. 38 of 1926	388
Builders' Labourers—No. 30 of 1926	296
Carters and Drivers—Metropolitan—No. 21 of 1926	280
Carters and Drivers, Motor Carrying, Passenger—No. 22 of 1926	281
Carpenters—Metropolitan—No. 1 of 1926	29
Carpenters and Joiners, Country—No. 36 of 1926	384
Clothing Trade (Dressmaking)—No. 47 of 1926	412
Clothing Trade (Knitting)—No. 43 of 1926	396
Clothing Trade (Millinery)—No. 44 of 1926	401
Clothing Trade (Mens' and Boys')—No. 45 of 1926	403
Clothing Trade (Stock Costumes)—No. 46 of 1926	407
Engine Drivers, (Collieries), South-West Land Division—No. 7 of 1926	48
Engine Drivers and Firemen—Government Railways—No. 9 of 1926	50
Engine Drivers, Firemen and Cleaners—Government Railways—No. 28 of 1926	288
Engine Drivers and Firemen (Railway Construction)—No. 41 of 1926	393
Engineers, South-West Land Division—No. 8 of 1926	49
Engineers (Coal Mines), South-West Land Division—No. 10 of 1926	51
Engineers, State Implement Works—No. 19 of 1926	178
Engineers, H. V. McKay, Pty., Ltd.—No. 24 of 1926	282
Firemen, Perth Public Hospital—No. 26 of 1926	286
Ham and Bacon Curing, Metropolitan—No. 3 of 1926	31
Hotel, Club, Caterers, Tea Rooms and Restaurants, Merredin—No. 17 of 1926	175
Hospital Employees (Eastern Goldfields)—No. 40 of 1926	392
Hospital Employees (Mental)—No. 35 of 1926	382
Hospital Employees (Wooroloo)—No. 37 of 1926	388
Lime Operatives (Perth and District)—No. 15 of 1926	170
Marine Divers and Tenders, Public Works Department—No. 12 of 1926	55
Meat Industry, Wyndham—No. 13 of 1926	143
Miners (Coal), Collie—No. 27 of 1926	287
Police—No. 25 of 1926	283
Police—No. 39 of 1926	392
Railway Employees, Midland Railway Co.—No. 6 of 1926	40
Shop Assistants and Warehouse Employees, Geraldton—No. 11 of 1926	53
Shop Assistants (Fruit and Produce), Metropolitan—No. 20 of 1926	180
Shop Assistants, Northam—No. 31 of 1926	297
Shop Assistants (Geraldton)—No. 32 of 1926	378
Tailoring (Perth and District)—No. 14 of 1926	152
Tailoring (Geraldton)—No. 34 of 1926	380
Tramways—No. 23 of 1926	282
Tramways (Electric), Perth—No. 4 of 1926	32
Tramways, Electric (Officers), Perth—No. 5 of 1926	36
Wheat Bagging, etc., North Wharf, Fremantle—No. 2 of 1926	31
Wheat Handling (Geraldton)—No. 33 of 1926	379
Wool Stores—No. 42 of 1926	394
Agreements, Industrial—Purchase of copies of	2, 90, 206, 324
Agreements, Industrial, in force—	
31st March, 1926	83
30th June, 1926	199
30th September, 1926	317
31st December, 1926	435
Agreements, Industrial, made Common Rule	69, 186, 303, 420
Agreements, Cancellation of—	
Clothing Trades—Nos. 50, 51, 52, and 53 of 1925	371
Shop Assistants (Wool Stores)—No. 31 of 1924	371
Agreements, Retirements from	29, 186, 303, 420

CONTENTS—*continued.*

PAGE

Agreement, Variation, Carpenters—No. 15 of 1923 29
Agreements varied to make consistent with Basic Wage Declaration—refer heading " Basic Wage "
Appeals to Full Court against decisions of Court of Arbitration and Industrial Magistrates—
Hearn Bros. & Stead, Appellants ; United Furniture Trades Industrial Union of Workers, Respondents—
Re Apprentices 138
George Hill & Co., Appellants ; Amalgamated Society of Engineers' Association of Workers, Respondents—
Re Apprentices 140
Amalgamated Society of Engineers *v.* W. Parker & Son : Full Court Judgment 377
Apprentices' Examinations 87, 203, 321, 440
Apprenticeship—Cancellation of 29
Apprenticeship Board—Building Trade 29, 103
Apprentices—Printing, Board of Reference 365
Apprenticeship Regulations, Building Trades 440
Apprenticeship in Winconsin 57
Apprentices—Full Court Appeal—Geo. Hill & Co. 140
Arbitration Act—Question of Retrospectivity 229
Arbitration Court—Appointment of President Mr. Justice Dwyer 2
Arbitration Court—Speeches at vacation adjournment 375
Awards—Amendment of—
Carpenters and Joiners (Government)—No. 34 of 1922 242
Dock, Rivers and Harbour Works (Government)—No. 26 of 1922 361
Engine Drivers and Firemen (Government)—Nos. 29 and 38 of 1922 106
Engineers (Government)—Nos. 22 and 31 of 1922 108
Engineers, Water Supply, Sewerage and Drainage (Government)—Nos. 23 and 30 of 1922 113
Moulders—No. 39 of 1922 17
Painters (Government)—Nos. 24 and 35 of 1922 110
Plumbers (Government)—No. 33 of 1922 113
General—To make consistent with Basic Wage declaration—refer heading " Basic Wage "
Awards delivered during year—
Barmaids and Barmen—No. 25 of 1926 340
Cement Pipemakers, Hume Pipe Co. (Australia), Ltd. 8
Cement Workers (W.A. Portland Cement Co., Ltd.)—No. 23 of 1926 350
Club Employees—No. 12 of 1920 9
Coaling Dredges (Geraldton)—No. 18 of 1926 332
Coastal Municipal Road Board Employees—No. 19 of 1926 229
Furniture Trades—No. 6 of 1926 342
Mining (Coal)—No. 3 of 1926—Holing the seam 17
Platelayers (Norseman-Salmon Gums Railway)—No. 24 of 1926 336
Timber Yards, Sawmills and Woodworkers Employees—No. 4 of 1926 214
Timberyards, Sawmills and Woodworkers (Apprentices)—No. 20 of 1926 333
Tramways—No. 9 of 1926 352
Awards in force—
31st March, 1926 79
50th June, 1926 195
30th September, 1926 313
31st December, 1926 431
Award—Extension of operation of—
Mining (Coal)—No. 5 of 1916 17
Awards and Agreements—Retirement from 69, 186
Awards, variation of, to make consistent with Basic Wage (under heading of " Basic Wage ")
Awards—Rescission of—
Shop Assistants (Fruit and Produce)—No. 2 of 1923 229
Awards, Review of—Applications for 229
Engineers—No. 4 of 1921 and No. 6 of 1921
Boilermakers—No. 7 of 1921
Moulders—No. 5 of 1921
Railway Employees—No. 8 of 1921
Basic Wage—Court's Enquiry and Declaration 29, 90, 95
Basic Wage—Variation of Awards and Agreements consequent on declaration of—
Aerated Water and Cordial—Agreement No. 49 of 1925 369
Bakers—Agreement No. 9 of 1924 261
Barmaids and Barmen—Agreement No. 37 of 1924 370
Boilermakers—Award No. 40 of 1922 246
Brickyards—Agreement No. 58 of 1925 262
Brickyards—Agreement No. 67 of 1925 262
Brewery Employees—Agreement No. 16 of 1925... 367
Carters (Bread)—Agreement No. 24 of 1925 248
Carters—Agreement No. 27 of 1925 252
Carpenters—No. 15 of 1923 (*See* Agreement No. 1 of 1926) 29
Carpenters (Government)—Award No. 34 of 1922 253
Carpenters and Joiners—Agreement No. 15 of 1923 263
Cemetery Employees—Agreement No. 17 of 1921 263
Cleaners and Caretakers—Award No. 14 of 1920 261
Clerks (Metropolitan)—Agreement No. 2 of 1925 244
Clerical Retail, Metropolitan—Agreement No. 7 of 1925 253
Clerical (Fremantle)—Agreement No. 32 of 1924... 259
Clothing (Millinery) Agreement No. 50 of 1925 247

CONTENTS—*continued.*

PAGE

Basic Wage—Variation of Awards and Agreements consequent on declaration of—*continued*:—
Clothing (Miscellaneous)—Agreement No. 52 of 1925 ... 247
Clothing (Dressmaking)—Agreement No. 51 of 1925 ... 253
Clothing (Ready-made, Men's)—Agreement No. 53 of 1925 ... 258
Coachbuilders—Agreement No. 23 of 1925 ... 269
Dock, Rivers and Harbours—Award No. 26 of 1922 ... 369
Drivers, Motor Car (Government)—Agreement No. 26 of 1925 ... 247
Electric Tramways, Perth—No. 4 of 1926 ... 115
Engine Drivers and Firemen (Government)—Nos. 29 and 38 of 1922 ... 115
Engine Drivers and Firemen (Government)—Award Nos. 29 and 38 of 1922 ... 251
Engine Drivers and Firemen (Breweries)—Agreement No. 6 of 1925 ... 368
Engineers (Government)—Nos. 22 and 31 of 1922 ... 115
Engineers, Water Supply, Sewerage and Drainage (Government)—Nos. 23 and 30 of 1922 ... 115
Engineers (South-West Land Division)—Agreement No. 64 of 1925 ... 250
Engineers (Government)—Award Nos. 23 and 30 of 1922 ... 250
Engineers (Government)—Award Nos. 22 and 31 of 1922 ... 255
Engineers—Award No. 10 of 1923 ... 251
Fibrous Plaster, Plaster Modellers, etc.—Agreement No. 59 of 1925 ... 252
Fire Brigades—Agreement No. 20 of 1925 ... 246
Food Manufacturers, etc. (Metropolitan)—Agreement No. 55 of 1925 ... 245
Furniture Trades—Award No. 12 of 1921 ... 260
Government Workers—General Statements *re* ... 207
Hairdressers—Award No. 6 of 1923 ... 368
Hospital Employees (Coastal)—Agreement No. 35 of 1925 ... 244
Hotel, Club, Caterers, etc.—Agreement No. 31 of 1925 ... 370
Jewellers—Agreement No. 39 of 1925 ... 367
Meat Industry—Award No. 14 of 1922 ... 264
Motor Carrying (Passenger)—Agreement No. 65 of 1925 ... 248
Moulders (Government)—No. 39 of 1922 ... 115
Moulders—Award No. 3 of 1924 ... 251
Moulders (Government)—Award No. 39 of 1922 ... 251
Painters—Award No. 4 of 1924 ... 262
Painters (Government)—Award Nos. 24 and 35 of 1922 ... 254
Painters (Government)—Nos. 24 and 35 of 1922 ... 115
Pastrycooks—Agreement No. 33 of 1925 ... 260
Plumbers (Government)—No. 33 of 1922 ... 115
Plumbers—Agreement No. 5 of 1924 ... 263
Plumbers (Government)—Award No. 33 of 1922 ... 254
Printers—Award Nos. 18 and 19 of 1922 ... 266
Saddlery—Agreement No. 45 of 1925 ... 264
Shop Assistants (Narrogin)—Agreement No. 3 of 1925 ... 245
Shop Assistants (Metropolitan)—Agreement No. 34 of 1924 ... 249
Shop Assistants (Katanning)—Agreement No. 1 of 1925 ... 254
Shop Assistants (Northam)—Agreement No. 43 of 1925 ... 255
Shop Assistants (Harvey)—Agreement No. 37 of 1921 ... 256
Shop Assistants (Collie)—Agreement No. 2 of 1922 ... 257
Shop Assistants (Bunbury)—Agreement No. 62 of 1920 ... 257
Shop Assistants (Albany)—Agreement No. 5 of 1925 ... 366
Shop Assistants (Wagin)—Agreement No. 4 of 1925 ... 367
Superphosphate and Chemical Workers—Agreement No. 38 of 1925 ... 250
Tailors—Agreement No. 14 of 1926 ... 259
Timberyards (Case making)—Agreement No. 36 of 1924 ... 368
Tramways—Agreement No. 4 of 1926 ... 259
Tramways and Electricity Supply Officers—Agreement No. 5 of 1926 ... 266
Undertakers (Perth and District)—Agreement No. 62 of 1925 ... 245
Water Supply, Sewerage and Drainage—Award Nos. 25, 27 and 28 of 1922 ... 267
Water Supply, Sewerage and Drainage Employees (Government)—Nos. 25, 27 and 28 of 1922 ... 115
Wine and Spirit, Agreement No. 28 of 1925 ... 369
Wool Scouring—No. 42 of 1925 ... 365

Boards of Reference—
Amalgamated Engineering Union ... 207, 243
Clerical Workers—Agreement No. 32 of 1924 ... 103
Locomotives—Coupling and Uncoupling ... 19, 104
Printing Apprenticeships ... 365
Regulations governing ... 104, 106
Sulphur—Handling cargoes of ... 19, 103, 364

British Columbia—Minimum Wage Act for Male Workers ... 299
Building Trades—Apprenticeships ... 29, 103
Building Trades—London, Hours ... 299
Commonwealth Court of Conciliation and Arbitration—Work and History for 21 years ... 57
Compendium of Awards and Agreements ... 61
Compulsory Conferences—
Barmaids and Barmen's Union ... 364
Carpenters—Public Works Department ... 229
Geraldton Lumpers and Minister for Works ... 364
Midland Railway Dispute ... 28
Moulders' Union and Metters Ltd. ... 364

CONTENTS—*continued.*

PAGE

Compulsory Conference (*continued*)—
Printing Industry ... 364
W.A. Cement Co. ... 136
Water Supply Union and Minister for Water Supply ... 364
Department of Labour—
Apprenticeship Regulations ... 207
Arbitration Court—New President ... 2
Basic Wage Declaration ... 90
Basic Wage Adjustments—Government Workers ... 207
Board of Reference, Engineers ... 207
Compendium of Awards, etc. ... 4
Commissioners—Appointments under Industrial Arbitration Act ... 90
Construction Workers—New Industrial Agreement ... 90
Eight Hours Bill ... 4
Factories and Shops Inspection—Reports ... 5, 92, 207, 325
Housing of State Saw Mills Employees ... 4
Industrial Magistrates—Appointments ... 3, 207
Labour Bureau—Reports ... 7, 94, 210, 331
Miners' Phthisis Act—Reports ... 5, 91, 207, 325
Quarry Workers' Agreement ... 212
Shearers' Accommodation Act—Proposed Amending Bill ... 324
Timber Industry Regulation Act ... 324
Workers' Compensation—Establishment of State Insurance ... 91
Working Week—44 hours—Forestry Employees ... 90
Working Week—Office Cleaners—44 hours ... 324
Working Week—Arbitration Court's Judgment, *re* 44 hour week ... 207
Eight Hours Bill ... 4
Enforcements—
Australian Workers' Union (Pastoral and Agricultural) of Workers *v.* H. S. Beard ; W. Veal (Northam ... 274
Australian Workers' Union (Goldfields Mining Branch) *v.* The Sons of Gwalia Ltd. (Kalgoorlie) ... 275
Australian Workers' Union, Westralian Goldfields Mining Branch *v.* Scott and Party ... 375
Bakers' Industrial Union of Workers *v.* H. Moore ; M. Bond ; F. Bricknell ; H. Green ; Craik & Ferguson ; W. Martin ; P. Gilsdorf ; H. Woodward ; T. Hansen ; W. E. Willis ; F. Bamkin ; Jones & Tobin ; J. Bodham ; C. Allen ; — Hawke ; G. Foster ; C. Jensen ... 119
Bakers' Industrial Union of Workers *v.* E. Thompson ; H. Bourne ; A. Tanner ; Lewis and Spencer ... 271
Bread Carters' Industrial Union of Workers *v.* Liddell & Son ; T. Hansen ; A. Nicholas ; W. Bezant ; F. McCann ; H. Baker ; Naylor & Currie ... 120
Bread Carters' Union *v.* J. Cooper ... 372
Boot Trade Industrial Union of Workers *v.* John Maxwell ... 120
Carters and Drivers' Industrial Union of Workers *v.* J. A. M. Tait (S.A.M. Manufacturing Co.) ; J. Weir ; J. H. Taylor ; L. Marks ; A. Bandains ; J. Henrickson ; V. Weir ; Beresford & Iles (Wembley Bus Syndicate) ; Lance & Clark (Golden Motor Coaches) ; N. W. Forder ; Baker Bros. ; Pope & Pinkerton ; Sumpton & Son ; W. D. McGeoch ; H. D. Turner ; St. John Ambulance Association ... 121
Carters and Drivers' Industrial Union of Workers *v.* St. John Ambulance Association ; J. Bland ; R. Morton ; W. J. Brown ; R. A. Gamble ; R. Johnson ; A. Allen ; T. G. Molloy ; J. Weir ... 271
Carters and Drivers *v.* H. Hood (3) ; S. Barrett (2) ; Meakins & Podger ; F. Burrows ... 372
Coach, Car, and Rolling Stock Builders' Industrial Union of Workers *v.* Maher & Co. (2) ... 21
Coach, Car, and Rolling Stock Builders Industrial Union of Workers *v.* J. McCarthy ; C. McCarthy ; P. McCafferty ... 123
Coal Miners' Industrial Union of Workers *v.* The Amalgamated Collieries, Ltd. ... 272
Engineers, Amalgamated Society of *v.* Elliott and Kiesey (2) ; W. Rickerts ; Wunderlich, Ltd. ; A. Tate & Co. ; W. F. Pead and Co., Ltd. ... 372
Engineers, Amalgamated Society of, *v.* W. Parker & Son (5) ; W. Thomas & Co., Ltd. (6), Northam ... 374
Engineers—Coastal District Committee, Amalgamated Society of, *v.* Metters, Ltd. ... 20
Engineers—Coastal District Committee, Amalgamated Society of, *v.* Saunders Bros. ... 21
Engineers—Coastal District Committe, Amalgamated Society of, *v.* T. C. Humphreys ... 270
Engineers' Industrial Association of Workers—Coastal District Committee, Amalgamated Society of, *v.* G. Hill & Co. ; G. Treacher ; P. Smith ; H. Legg ; K. U. Wood ; J. Weir ... 124
Engineers' Industrial Association of Workers—Coastal District Committee, Amalgamated Society of, *v.* Midland Railway Co. ... 119
Engineers' Industrial Association of Workers *v.* N. E. Nelson ; Hadfields Steel Works, Ltd. ; Gilberts, Ltd. 272
Engineers' Industrial Association of Workers *v.* J. A. Jeffery ; W. Parker & Son ; H. & H. Withnell ... 274–5
Factories and Shops Inspection Department *v.* C. S. Clark (Edwards & Co.) ; S. Dyer ; B. Kay ; P. J. Murray ; Drew Robinson & Co. ; C. Roberts ; N. Groves ; J. Grant ; S. Hoffman ; Bon Marché, Ltd. ; P. Hoffman ; Messrs. Zeffert and Overman ; Parkers Ltd. ... 125
Factories and Shops' Inspection Department *v.* F. Chaney ; E. G. Portwine ; Spanneys, Ltd. ... 273
Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) *v.* W.A. Fire Brigades Board ... 124
Furniture Trades Industrial Union of Workers—The United, *v.* E. Cooper ; A. Mayrhofer & Co. ; Locke's Furniture Manufacturing Co. ... 20
Furniture Trades Industrial Union of Workers—The United, *v.* Hearn Bros. & Stead (4) ; The Loton Chair Works ; Winchcombe & Brown (2) ... 21
Furniture Trades Industrial Union of Workers *v.* Hearn Bros. & Stead ; W. Zimple, Ltd. ... 124
Fuirnture Trades Industrial Union of Workers *v.* Hearn Bros. & Stead ; The Locke Furniture Manufacturing Co. ... 272
Furniture Trades (Inspector H. C. Swan) *v.* Frank Parry (2) ; A. Perks ; F. Parkinson ; H. J. Oatley ... 373
Hairdressers and Wigmakers Employees' Union of Workers *v.* H. Lovering ; Mamie Bouchier ; Bert Mills ; Annie Appleton ... 125

CONTENTS—*continued.*

PAGE

Enforcements (*continued*)—
Hairdressers and Wigmakers Employees' Union *v.* H. Lovering ... 273
Meat Industry Employees' Union—W.A Branch Australasian, *v.* McIntosh, Fry & Mawley ; W. Need ; F. Bohling ; J. Ewing ; J. Anderson (3) ; C. Kyrwood ; Nelson D'Raine, Ltd. ... 20
Meat Industry Employees' Union—W.A. Branch Australasian, *v.* A. B. Clancy ... 22
Meat Industry Employees' Industrial Union of Workers *v.* Walker and Holmes ; F. C. Lange & Co. ; C. T. Collins ; C. Slattery ; Phillips & Co. ; Dewar ; A. Vial ; A. B. Clancy ; Emery Bros. ... 126
Meat Industry Employees' Union *v.* W. J. Tomlinson ; R. Griffiths ... 274
Meat Industry Employees' Union *v.* W. S. Reynolds ; F. Besant ... 374
Midland Railway Employees' Union *v.* Midland Railway Co. ... 374
Musicians' Industrial Union of Workers *v.* C. Sheridan ... 274
Painters and Decorators' Industrial Union of Workers—Operative, *v.* City of Perth Gas Department ; J. Irvine ; P. W. Sash ; J. Sievewright ; City of Perth Municipal Council ; E. Parry ; W. A. Chester ... 20
Painters and Decorators' Industrial Union of Workers—Operative, *v.* C. V. Chapman (2) ; Washing Bros. ... 22
Painters and Decorators' Industrial Union of Workers *v.* J. H. Inverarity ; F. C. Woolley ; C. Maynard ... 127
Painters' Industrial Union of Workers *v.* C. Sheridan ... 274
Plumbers and Sheet Metal Workers' Industrial Union of Workers (Fremantle Branch)—West Australian, *v.* F. Instone & Co. (2) ... 21
Printing Industry Employees' Industrial Union of Workers *v.* Sands & McDougall, Ltd. ... 127
Procedure to be adopted when claiming payment of moneys under Section 97 (5) of the Act ... 27
Railway Employees' Industrial Union—W.A. Amalgamated Society of, *v.* Commissioner of Railways ; W. R. Searle ... 21
Railway Employees' Industrial Union—W.A. Amalgamated Society of, *v.* Commissioner of Railways ... 21
Railway Employees' Industrial Union—W.A. Amalgamated Society of, *v.* Commissioner of Railways ; C. H. P. Nind, Away from Home Allowance ... 130
Railway Employees' Industrial Union—W.A. Amalgamated Society of, *v.* Commissioner of Railways—M. Kenna, Holiday Pay ... 132
Railway Employees' Union *v.* Commissioner of Railways ... 374
Superphosphate and Chemical Works Industrial Union of Workers *v.* Mt. Lyell Mining and Railway Co., Ltd. ; P. J. Quin and others ; Cuming, Smith and Co., Pty., Ltd. ; J. Lawson and others ... 127
Superphosphate Workers' Union *v.* Mt. Lyell Co. ; Quimn & Allerton ; Heathcote ; Cuming, Smith, Ltd. ; Lawson ; Taylor, and others ... 270
Factories and Shops Inspection—Reports ... 5, 92, 207, 325
Full Court Appeals—Refer "Appeals."
Hairdressers' Award—*re* Female employees coming thereunder ... 239
Hours of Works—
Arbitration Court's (W.A.) Judgment *re* 44 Hour Week ... 207
Forestry Department's Employees ... 90
London Building Trades ... 299
Office Cleaners—Government ... 324
Various Countries—Conference of Ministers ... 298
Housing State Saw Mills Employees ... 4
Industrial Boards—Regulations ... 104, 106
Industrial Disputes—
Furniture Trades Union *v.* Boans, Ltd., and others ... 229
Timber Yards, Sawmills and Woodworkers' Employees *v.* Timber Merchants' Associations ... 103
Industrial Magistrates—Appointments ... 3, 207
Industrial Unions—refer "Unions."
Interpretations—
Amalgamated Society of Engineers—Award No. 10 of 1923, *re* attendance of apprentices at Technical School ... 363
Clothing Trades Agreement—No. 53 of 1925—Holiday Pay ... 117
Engineers' Award—Nos. 4 and 6 of 1921—Payment of allowance under Clause 2 ... 118
Metropolitan Ironmasters' Union of Employers—Award No. 10 of 1923—*re* payment of apprentices for holidays ... 363
Painters' Award—No. 4 of 1924—Hours for Glaziers ... 19
Police—Agreement No. 25 of 1926—*re* retirement from Service ... 238
Railway Employees'—Award No. 8 of 1921—Holiday Pay ... 115
Railway Employees' Award—No. 8 of 1921—Away from Home Allowance, C. H. P. Nind ... 130
Railway Employees' Award—No. 8 of 1921—Holiday Pay, M. McKenna ... 132
Labour Bureau Reports ... 7, 94, 210, 331
Labour Department—refer "Department of Labour."
Miners Phthisis Act—Reports ... 5, 91, 207, 325
Minimum Wage Act, British Columbia ... 299
Offences against Arbitration Act—
Fire Brigades' Union *v.* Fire Brigades Board—Alleged wrongful dismissal ... 239
Hatfields, Ltd.—Alleged wrongful dismissal ... 275
Spanney's, Ltd.—Alleged wrongful dismissal ... 275
Publications received ... 88, 204, 322, 441
Quarry Workers—Agreement ... 212
Regulations—
Apprenticeships ... 103, 207, 238
Boards of Reference ... 104, 106
Boards—Industrial ... 104, 106
Retrospectivity of Amending Arbitration Act ... 229
Scaffolding Inspection Reports ... 7, 93, 209, 329
Shearers' Accommodation Act—Reports ... 94, 210, 330

CONTENTS—*continued.*

	PAGE
Shearers' Accommodation Act—Proposed amending Bill	324
Tables—	
Agreements in force—31st March, 1926	83
30th June, 1926	199
30th September, 1926	317
31st December, 1926	435
Agreements made Common Rules	69, 186, 303, 420
Awards in force—31st March, 1926	79
30th June, 1926	195
30th September, 1926	313
31st December, 1926	431
Timber Industry Regulation Act	324
Trade Unions—refer "Unions."	
Unions, Industrial—	
Registrations, Sundry	70, 186, 187, 304, 420, 421
Registrations Cancelled	70, 421
Registered Unions—List of	72, 188, 306, 423
Unions, Trade—	
Registrations, Sundry	79, 193, 311, 428
Registered Unions—List of	77, 193, 311 429
Workers' Compensation—	
Establishment of State Insurance	91
Industrial Diseases	324

By Authority: FRED. WM. SIMPSON, Government Printer, Perth.

The Western Australian INDUSTRIAL GAZETTE.

Prepared and edited by the Under Secretary for Labour.

Quarter ending 31st March, 1926.

VOL. VI.] MAY 31, 1926. [No. 1.

CONTENTS.

PAGE

Agreements, Industrial, registered during quarter—
- Carpenters—Metropolitan, No. 1 of 1926 ... 29
- Engine-drivers (Collieries)—South-West Land Division, No. 7 of 1926 ... 48
- Engine-drivers and Firemen—Government Railways, No. 9 of 1926 ... 50
- Engineers—South-West Land Division, No. 8 of 1926 ... 49
- Engineers (Coal Mines)—South-West Land Division, No. 10 of 1926 ... 51
- Ham and Bacon Curing—Metropolitan, No. 3 of 1926 ... 31
- Marine Divers and Tenders—Public Works Department, No. 12 of 1926 ... 55
- Shop Assistants and Warehouse Employees—Geraldton, No. 11 of 1926 ... 53
- Railway Employees—Midland Railway Co., No. 6 of 1926 ... 40
- Tramways, Electric—Perth, No. 4 of 1926 ... 32
- Tramways, Electric (Officers)—Perth, No. 5 of 1926 ... 36
- Wheat Bagging, etc., North Wharf—Fremantle, No. 2 of 1926 ... 31

Agreements, Industrial, in force, 31st March, 1926 ... 83
Agreements, Industrial, made Common Rule ... 69
Agreements, Industrial, Purchase of copies of ... 2
Agreement, Variation of—
- Carpenters, No. 15 of 1923 (see Agreement No. 1 of 1926) ... 29

Apprentices' Examinations ... 87
Apprenticeship—Cancellation of ... 29
Apprenticeship Board—Building Trade ... 29
Apprenticeship in Wisconsin ... 57
Arbitration Court—Appointment of President ... 2
Awards delivered during quarter—
- Club Employees, No. 12 of 1920 ... 9
- Cement Pipemakers, Hume Pipe Co. (Australia), Ltd. ... 8
- Mining (Coal), No. 3 of 1926—Holing the Seam ... 17

Award—Amendment of—
- Moulders, No. 39 of 1922 ... 17

Award—Extension of operation of—
- Mining (Coal), No. 5 of 1916 ... 17

Awards in force, 31st March, 1926 ... 79
Awards—New—Review of ... 8
Awards and Agreements—Retirement from ... 69
Basic Wage Enquiry ... 29
Building Trade—Apprenticeship Board ... 29
Boards of Reference—Appointment of ... 19
Commonwealth Court of Conciliation and Arbitration—Work and History for 21 years ... 57
Compulsory Conference—Midland Railway Dispute ... 28
Cost of Living—Commonwealth Statistician's Index Figures ... 66

CONTENTS—*continued.*

PAGE

Cost of Living—State Government Statistician's Index Figures ... 7
Compendium of Awards and Agreements ... 61
Department of Labour—
- Arbitration Court—New President ... 2
- Compendium of Awards, etc. ... 4
- Eight Hours Bill ... 4
- Factories and Shops Inspection—Report ... 5
- Housing of State Saw Mill Employees ... 4
- Industrial Magistrates—Appointments ... 3
- Labour Bureau—Report ... 7
- Miners' Phthisis Act—Report ... 5

Enforcements—
- Coach, Car, and Rolling Stock Builders' Industrial Union of Workers *v.* Maher & Co. (3) ... 21
- Engineers—Coastal District Committee Amalgamated Society of *v.* Metters, Ltd. ... 20
- Engineers—Coastal District Committee Amalgamated Society of *v.* Saunders Bros. ... 21
- Furniture Trades Industrial Union of Workers—The United *v.* E. Cooper, A. Mayrhofer & Co., Locke's Furniture Manufacturing Co. ... 20
- Furniture Trades Industrial Union of Workers—The United *v.* Hearn Bros. & Stead (4), The Loton Chair Works, Winchcombe & Brown (2) ... 21
- Meat Industry Employees' Union—W.A. Branch, Australasian *v.* McIntosh, Fry & Mawley, W. Need, F. Bohling, J. Ewing, J. Anderson (3), C. Kyrwood, Nelson D'Raine, Ltd. ... 20
- Meat Industry Employees' Union—W.A. Branch, Australasian *v.* A. B. Clancy ... 22
- Painters and Decorators' Industrial Union of Workers—Operative *v.* City of Perth Gas Department, J. Irvine, P. W. Sach, J. Sievewright, City of Perth Municipal Council, E. Parry, W.A. Chester ... 20
- Painters and Decorators' Industrial Union of Workers—Operative *v.* C. V. Chapman (2), Washing Bros. ... 22
- Plumbers and Sheet Metal Workers' Industrial Union of Workers (Fremantle Branch)—West Australian *v.* F. Instone & Co. (2) ... 21
- Railway Employees' Industrial Union—W.A. Amalgamated Society of *v.* Commissioner of Railways, W. R. Searle ... 21
- Railway Employees' Industrial Union—W.A. Amalgamated Society of *v.* Commissioner of Railways ... 21
- Procedure to be adopted when claiming payment of moneys under Section 97 (5) of the Act ... 27

Interpretation—Application for—
- Painters' Award, No. 4 of 1924—Hours for Glaziers ... 19

CONTENTS—*continued.*

	PAGE
Publications received	88
Tables—	
Agreements—Industrial, in force 31st March, 1926	83
Awards in force, 31st March, 1926	79
Retirements from Awards and Agreements filed during quarter	69
Unions—Industrial—	
Cancellation of Registration	70
Registration of Secretaries, Treasurers, Trustees, Change of Registered Office, Amendment of Rules, and Change of Name	70
Unions and Associations—Industrial, registered at Court of Arbitration	72
Unions—Trade—	
Registration of Treasurers, Amendment of Rules, and Change of Name	77
Unions and Associations—Trade, registered at Office of Registrar of Trade Unions	77

ANNOUNCEMENT RE "INDUSTRIAL GAZETTE."

Communications in connection with the *Industrial Gazette* should be sent to the Under Secretary for Labour, Perth.

The annual subscription to the *Industrial Gazette* is three shillings and sixpence, and the charge for a single copy one shilling. The subscriptions may be sent to the Government Printer.

ANNOUNCEMENT RE INDUSTRIAL ARBITRATION ACT, 1912, AND REGULATIONS.

Copies of "The Industrial Arbitration Act, 1912," with amendment (price two shillings and threepence), and of Regulations under "The Industrial Arbitration Act, 1912," with amendments (price sixpence), are obtainable at the Office of the Registrar of Industrial Unions, Court of Arbitration, Government Gardens, Perth; also at the Government Printing Office.

ANNOUNCEMENT RE INDUSTRIAL AGREEMENTS.

Copies of Industrial Agreements registered at the Court of Arbitration can be obtained from the Government Printer shortly after registration. Single copies, minimum 3d. Orders executed at special rates.

Arbitration Court.

The New President.

Provision was made in the amending Industrial Arbitration Act passed last session for the appointment of a President of the Arbitration Court who should give his whole time to the business of that Court. Under the 1912 Act it was mandatory that the President of the Court should be a Judge of the Supreme Court, and this arrangement naturally resulted in a considerable portion of the President's time being occupied on Supreme Court duties.

Early in March the Government announced that Mr. Walter Dwyer, LL.B., had been appointed as President. The new appointee receives the same salary as a Judge (£1,700 per annum) and enjoys the same status, rights and privileges (including pension) attached to that position. Mr. Dwyer took up his new duties almost immediately after the announcement of the appointment, and a report of the congratulatory speeches made on that occasion is appended.

MR. JUSTICE DWYER,
the New President of the Arbitration Court.

Biographical Sketch.

Mr. Walter Dwyer was born in County Tipperary, Ireland, on 27th August, 1875. When 16 years of age he left Ireland with the other members of his family, and settled in Melbourne, where for about three years he was one of the assistant masters at the Christian Brothers' College, East Melbourne. He came to Western Australia in 1895, attracted, like many other young men, by the gold discoveries and the opportunities offering in a new and rising community; but, instead of prospecting for gold, he joined the administrative staff of the Education Department, with which he was connected for nine years. Whilst in the Education Department, at the instance of Dr. Lyhane—an Irish barrister, and a close personal friend—he began the study of law, and, having passed the intermediate law examination of the London University, he became articled to Dr. Lyhane and joined the latter in his practice at Boulder and Kalgoorlie. Subsequently he returned to Perth, and in 1906 completed his law course at the London University, obtaining the degree of Bachelor of Laws of that institution. Having completed his period of articles with the firm of Messrs. Villeneuve Smith and Lavan, and passed the local law examinations, he was admitted to practise in Western Australia as a barrister and solicitor in December, 1907. For two years after his admission he practised in Kalgoorlie and Boulder, and returned to Perth in 1910, where he has practised since.

In 1911 Mr. Dwyer successfully contested the Perth seat in the Legislative Assembly, defeating the sitting member, the late Mr. Harry Brown, then Mayor of Perth. In 1914, at the next general election, he again contested the Perth seat, but on this occasion was defeated by Mr. J. D. Connolly. He has not since sought election for any constituency. During his term in Par-

liament, apart from his ordinary parliamentary work, he was responsible for the passage through both Houses of Parliament, of the Money Lenders Act, 1912, for the protection of persons who, through adverse circumstances or otherwise, were obliged to resort to money lenders for financial assistance. He also successfully piloted through the Assembly the Landlord and Tenant Act, 1912, which had been introduced in the Legislative Council by Mr. M. L. Moss. Apart from politics, Mr. Dwyer's activities have been mainly centred in his profession. In this he has attained a large and lucrative practice in all branches of the law, but more particularly as counsel in civil cases and in appeal cases before the Full Court of this State and the Federal High Court. In 1915 Mr. Dwyer took into partnership Mr. J. P. Durack, and subsequently they were joined by Mr. W. H. Dunphy, forming the present legal firm of Messrs. Dwyer, Durack, and Dunphy.

Congratulatory Speeches on Mr. Justice Dwyer first taking his seat as President of the Court of Arbitration.

Wednesday, 10th March, 1926.

Mr. BARKER: Before the court opens might I be allowed on behalf of those appearing here from time to time representing the trade unions, to congratulate Your Honour upon your selection for the high and honourable position you are occupying this morning. We trust that the good feeling that has existed in the court in the past will continue. We realise the difficulties you will have to contend with, and we know you will have to call some of us to order occasionally, but we trust that when these occasions arise justice will be tempered with mercy; we shall need it if we do not deserve it.

We hope your career in this court will be long and will give satisfaction to all sides. I realise that it will be impossible to satisfy us all on all occasions. I think Your Honour can take it from me that so far as the representatives who appear in the court are concerned, even if they are dissatisfied with some decisions the court may give, they will still be of the opinion that they are given with the best intentions, and in the eyes of the court, in the best interests of all concerned, and in accordance with the facts placed before it.

We trust Your Honour will have a long and happy association with those who may appear in the court from time to time and that we shall have the satisfaction of congratulating, as we think we shall, the Government for having made the appointment and having acquired such a capable and able officer to fill the position of President of this most important institution.

Mr. CARTER: As an executive officer and on behalf of the Employers' Federation, and I think I can say on behalf of the employing class generally, I wish to add to the congratulations of my friend. I have heard it said that to be congratulated on one's accepting the position which Your Honour this morning holds, is almost to receive expressions which should perhaps have been commiserations. We feel, however, that the position is so important and so honourable and such a high one, that we can congratulate in the sense that you have been elevated to such a height in the eyes of the community.

We can only hope that there will arise out of this appointment that general satisfaction which Mr. Barker has referred to. We know that both sides can never be perfectly satisfied with the findings that this court is called upon to make, but we know also that it is in the minds of the majority of people who come to the court that the rulings of this court should obtain and be observed for the periods for which they are made.

We feel that the appointment of one who has made such a study of arbitration as you have done, and with that study the practice you have had in this court, is a wise one, and we trust that events will prove the wisdom of your appointment and that satisfaction and peace in industry will result from the appointment that has been made.

The PRESIDENT: Mr. Barker and Mr. Carter: I thank you both very sincerely indeed for your words of congratulation and also for your words of encouragement. They will certainly tend to make my duties more pleasant to-day, if not later. I desire to take this opportunity of thanking the general members of the public and my friends, but in particular the members of my own profession for their kindly words of congratulation and encouragement that I have received since the notification of my appointment.

It has been a great wrench to me leaving old associations and the Bar with which I have been so long connected where members exchange blows in the conflict of legal cases, but blows which leave no sting or after effects. Many friendships are formed there, and I hope the fact of my having left the fighting ranks will not in any way diminish the kindness of those old associations and the friendships I have made during my time of practice at the Bar.

So far as this court is concerned, I have a full sense of my responsibilities, and of the mighty issues that are brought here for settlement from time to time. I do hope that any parties approaching the court will approach it with every confidence and that they will feel that my colleagues and myself will do our utmost, humanly speaking, to deal out justice from the Bench. I hope also that the awards and judgments and orders that may be made from time to time by this court will be honourably observed and kept—if I might use the expression—in a sportsmanlike fashion. Parties coming to the court must not expect to get everything they want. They see only one side of the shield but there is usually another side, and it is for this court to say, having considered both sides of the question, what its decision and judgment will be.

I know with the help of my colleagues that so far as energy and hard work go, no effort will be spared to make this court a success and to enable, so far as we can, industrial peace to reign in this community. We know the importance of that to the worker and to the employer and to the general public, and, as I said, it will be our effort to maintain and preserve it.

I again thank you, gentlemen, very sincerely and hope the association of all of us will be a long and pleasant one in this court.

Department of Labour.

INDUSTRIAL MAGISTRATES.

Section 101 of the amended Industrial Arbitration Act provides that the powers and jurisdiction of the court in connection with the enforcement of awards and industrial agreements may be exercised by any police or resident magistrate appointed by the Governor as an Industrial Magistrate.

To facilitate the work of the court the Governor has, in pursuance of the above-mentioned section, approved of the appointment of Mr. H. J. Craig, Resident Magistrate at Fremantle, and Mr. H. D. Moseley, Resident Magistrate at Northam, as Industrial Magistrates.

It is anticipated that similar appointments will be made in all the large centres throughout the State.

COMPENDIUM OF AWARDS AND INDUSTRIAL AGREEMENTS.

Attention is directed to the compendium of awards and industrial agreements published in this issue at page 61.

LEGISLATION—EIGHT HOURS BILL.

The Minister for Labour (Hon. Alex. McCallum) last session introduced into the Legislative Assembly a Bill for an Act to regulate the hours of work in certain industries, and the payment of overtime. The Bill provided that every award and industrial agreement made under the Industrial Arbitration Act should contain, or be deemed to contain, provisions to the following effect, or provisions not less favourable to workers:—

(a) The working week not to exceed 44 hours, to be worked on not more than six out of seven consecutive days, except in those callings where five working days in each week are mutually agreed upon, in which cases the time worked on the five days may be proportionately greater.

(b) Workers in the agricultural industries may be permitted to work 88 hours per fortnight in lieu of 44 hours per week.

(c) In any industry where shifts are worked the working week may average 44 hours per week over a period of two or three weeks.

(d) In regard to the working hours of watchmen and caretakers, workers on coastal, bay or river vessels, musterers and drovers of stock, workers on farms engaged in feeding or attending to stock, or such other necessary services as the court in its discretion may determine, and workers in domestic service, the court may in its discretion, or the parties to an industrial agreement, may determine the maximum number of working days and hours in any week.

(e) Overtime work may be permitted by an award or industrial agreement, but the court may, for the purpose of distributing work available in any calling and to relieve unemployment, prohibit or restrict the working of overtime.

(f) No reduction of wages should be made merely by reason of the reduction of hours.

The Bill, as above outlined, was passed by the Legislative Assembly but was rejected by the Legislative Council by 18 votes to 11 on the motion "That the Bill be read a second time."

STATE SAW MILLS.

Housing of Employees.

In connection with the removal of No. 4 Mill from near Wuraming Siding to a new site eight miles in from the railway line at that centre, the Minister in Charge of the Department (Hon. Alex. McCallum) decided to take the opportunity of improving the living conditions of the married couples to be employed at the new mill.

A number of cottages as illustrated herein have already been completed, and others are now in the course of erection. The illustration demonstrates that the homes compare favourably with the dwellings of workers situated in and around the metropolitan area.

Each house comprises two bedrooms, 12 x 12; front living room, 14 x 14; and kitchen, 14 x 12, with a 6ft. front verandah and an 8ft. back verandah extending the full width of the building.

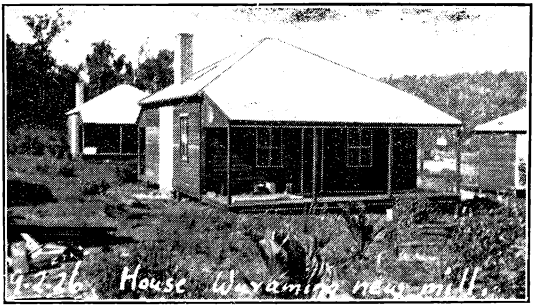
The buildings are erected on stumps and are raised above the level of the ground to permit of sufficient circulation of air which eliminates dampness and promotes healthful results, whilst the external walls are faced with jarrah weatherboards and ample window area makes the rooms both airy and bright.

The walls of the living room are lined with jarrah dado 4ft. high, with asbestos sheeting above, and the ceilings have been panelled out, and present quite a pleasant aspect, the contrast between the darker timbers and the light coloured asbestos giving a very pleasing effect. The best bedroom (12 x 12) is finished in a similar manner to the living room.

At the rear of the living room is the kitchen (14 x 12) with its brick fireplace and stove built in, the walls and ceilings being lined throughout. Adjoining the kitchen

is the second bedroom (12 x 12), also lined in a similar manner to the other rooms.

The building has a hipped roof covered with G.C. iron, and a good pitch ensures coolness during the hot summer months.



The flooring of all rooms is of tongued and grooved dressed jarrah, suitable mantels are provided, and the finish generally of the homes is decidedly good.

It is the intention of the Department to erect 23 of these cottages at the present scene of operations.

MINER'S PHTHISIS ACT.

Medical Examination of Miners.

Since the proclamation of the Miner's Phthisis Act on the 7th September, 1925, the examination of the men in the Kalgoorlie mines has been carried out at the Commonwealth Health Laboratory with despatch, and up to the 14th April approximately 2,680 men have been examined. The results of the examination of the Oroya Links, Great Boulder, Golden Horseshoe, Associated, and South Kalgurli Mines have been received, and 55 men reported to be suffering from tuberculosis have been withdrawn from these mines. Results of the examination of the Lake View and Boulder Perseverance Mines are not yet available, but are expected to be ready in about the third week in April, and the total results of all seven mines will be known about the 1st May.

It is a noteworthy fact that, of the 2,660 miners notified to attend for examination, not one failed to appear.

After the completion of the Kalgoorlie Mines, the examination of about 2,500 men in the outlying mining districts will follow, at such centres as Meekatharra, Day Dawn, Leonora, Northampton, Southern Cross, and Mt. Magnet, by using a portable X-Ray plant, which has been purchased by the State Government.

The State Government bears the whole of the cost of the compensation payable under the Act, administration, transport of the men for examination and finding them suitable employment, etc., whilst the Commonwealth Government defrays the salaries of the three medical officers appointed for the examination of the men and the upkeep of the Health Laboratory.

The Government has appointed a Miners' Phthisis Board comprising Mr. A. B. d'Arcy of the Mines Department, as Chairman, Dr. Mitchell, Chief Medical Officer of the Wooroloo Sanatorium and Government Tuberculosis Officer, as Medical Officer, and Mr. L. C. Darcey, Workmen's Inspector of Mines, representing the A.W.U., to deal with claims for compensation under the Act. The Board is also charged with full responsibility in all matters relating to the welfare of the T.B. miners, their families and dependants.

CHIEF INSPECTOR OF FACTORIES' REPORT FOR QUARTER ENDED 31st MARCH, 1926.

Factories and Shops Act, 1920.

Certificates Issued.—All Factory, Shop and Warehouse registrations expired on the 31st December, 1925, and the Act requires that applications to re-register be submitted during the first month of this year. Advertisements were inserted in the Press, drawing attention of occupiers of factories and shops to this fact. As a result certificates of registration were issued for 1,337 factories and 3,294 shops.

Small Shops.—Section 104 of the Act provides that certain shops may be registered as small shops. Numerous applications have been received, and very careful inquiries are necessary in respect of each application before a recommendation can be submitted to the Hon. the Minister.

During the quarter the Minister indicated his approval, and certificates to the number of 226 were issued.

Mixed Businesses.—During the quarter numerous applications for suspension of the provisions of Sections 113 and 114 (1) of the Act were submitted, and inquiries were made in respect of each application. As a result of recommendations put forward, the Hon. Minister has approved of 72 applications.

Inspections.—During the quarter 1,049 inspections of factories, and 1,095 of shops, were made by officers of the Department, and as a result it was found necessary to take action to secure the rectification of defects in eighteen instances. Two employees were found to be receiving lower rates of wages than the minimum prescribed by the Factories and Shops Act. Adjustments were made and arrears of wages amounting to £1 2s. 9d. were paid.

Most of the inspections were made under the Factories and Shops Act, at factories, shops and warehouses, but the time of one office was almost fully occupied in inspections under Awards and Industrial Agreements under the Industrial Arbitration Act, 1912-1925.

Inspections were made at all trading centres between York and Albany, including many localities off the main route, whilst Bunbury and Pinjarra were also visited during the quarter.

The Inspector who toured the Great Southern districts covered a distance of 847 miles per medium of his own motor car, whilst another travelled 131 miles on the Departmental motor cycle, his duties being confined to the Metropolitan Area.

Inspector Kenny was transferred to the Forestry Department on the 4th January last, and he has been succeeded by Inspector P. Petersen, who was appointed by the Hon. Minister on the 8th March.

Requisitions.—As a result of inspection of premises by officers of this Department, it was found necessary to issue instructions in respect of the following:—

General sanitation	3
Sanitary conveniences	2
Dust and fumes	4
Records (Factories 1, Shops 2) ..	3
Drainage	2
Ventilation	1
Refuse	2
Referred to Local Authority	1
	18

Accidents.—Section 85 of the Act requires the occupier of a factory to send written notice when an accident occurs which incapacitates an employee from work for more than 24 hours. During the quarter there were 49 accidents of this nature reported to the department, none of them being of a very serious nature.

Polls of Electors.—A poll in the Kalgoorlie, Boulder, Brown Hill-Ivanhoe, and Hannans shop district, on the question "Do you vote that shops generally throughout the district shall close at 1 o'clock p.m. on Wednesdays?" was taken on the 27th January, 1926, when 1,578 electors voted "Yes" and 865 voted "No," so that the resolution was carried by a majority of 713.

Proclamations.—Proclamations to the number of five, made under the provisions of the Act, and published in the *Government Gazette* during the quarter, were as follows:—

8th January, 1926, declaring Monday, 1st day of February, 1926, to be a public holiday throughout the State.

5th February, 1926, declaring that Wednesday, 10th day of February, shall be a public holiday in the Denmark shop district.

26th March, 1926, declaring that Saturday, the 3rd day of April, shall be a public holiday in the Northam shop district.

26th March, 1926, suspending the operations of the Act on Wednesday, 31st March, 1926, between the hours of 1 p.m. and 6 p.m. in the afternoon, and between the hours of 6 p.m. and 9 p.m. on Thursday, the 1st April, 1926, in so far as it applies to the closing time of shops situated in the Northam shop district.

26th March, 1926, declaring that Saturday, 3rd day of April, 1926, shall be a public holiday in the Geraldton shop district.

Prosecutions.—During the quarter it was found necessary to institute proceedings for several breaches of the Act. In all 73 convictions were recorded, and fines and costs to the extent of £113 11s. 6d. were inflicted. Details are set out in the following table:—

Place of Hearing.	Locality of Offence.	Nature of Charge.	Section of Act.	No. of Cases.	Fines.	Costs.	Total.
					£ s. d.	£ s. d.	£ s. d.
Perth	Perth	Obstructing an Inspector ...	15	1	0 10 0	5 0 0	5 10 0
Northam	Northam ...	Failure to pay overtime ...	37	4	4 0 0	4 4 0	8 4 0
Do.	do.	Failure to pay meal allowance	41 (f)	1	1 0 0	1 1 0	2 1 0
Perth	Leederville ...	Failure to stamp furniture ...	94	1	0 10 0	0 3 0	0 13 0
Do.	Subiaco	do. do. do. ...	94	1	0 10 0	0 13 6	1 3 6
Do.	Perth	do. do. do. ...	94	14	7 0 0	10 9 0	17 9 0
Mid. Junction ...	Bassendean ...	Failure to observe opening and closing hours of shops	102	1	2 0 0	0 8 4	2 8 4
Bunbury	Busselton ...	do. do. do.	102	1	1 0 0	0 3 0	1 3 0
Perth	Leederville ...	do. do. do.	102	5	4 0 0	0 15 0	4 15 0
Mid. Junction ...	Guildford ...	Failure to close hairdresser's shop at hour fixed	109	1	0 10 0	0 5 4	0 15 4
Fremantle ...	Fremantle ...	do. do. do.	109	5	5 10 0	0 15 0	6 5 0
Perth	Maylands ...	do. do. do.	109	3	1 10 0	0 9 0	1 19 0
Fremantle ...	Cottesloe ...	do. do. do.	109	2	1 0 0	0 6 0	1 6 0
Perth	Perth	do. do. do.	109	1	0 10 0	0 3 0	0 13 0
Fremantle ...	Fremantle ...	Failure to close shop on Proclaimed Public Holiday	117	1	0 10 0	0 3 0	0 13 0
Do. ...	Claremont ...	do. do. do.	117	1	2 0 0	0 3 0	2 3 0
Perth	W. Leederville ...	do. do. do.	117	1	0 10 0	0 3 0	0 13 0
Do.	Maylands ...	do. do. do.	117	2	2 10 0	0 6 0	2 16 0
Do.	N. Perth ...	do. do. do.	117	2	2 10 0	0 6 0	2 16 0
Do.	Leederville ...	do. do. do.	117	1	5 0 0	0 3 0	5 3 0
Do.	Perth	do. do. do.	117	19	34 10 0	2 17 0	37 7 0
Do.	Subiaco	do. do. do.	117	3	1 10 0	0 9 0	1 19 0
Pinjarra	Ravenswood ...	Occupying an unregistered shop	133	1	0 10 0	1 12 4	2 2 4
Perth	Leederville ...	do. do. do. ...	133	1	1 0 0	2 14 0	3 14 0
				73	80 0 0	33 11 6	113 11 6

Regulations.—Section 40 of the Act provides that in order to meet an unforeseen press of work, or circumstances of an extraordinary nature in a special industry as prescribed by regulation, the Minister may from time to time exempt any one or all of such special industries from the operations of paragraphs b, c, and e of Subsection 1 of Section 37 for such periods as may appear necessary.

As a result of representations made, a regulation was gazetted on the 8th January, 1926, declaring that the Printing Industry shall be deemed to be a special industry for the purposes of Section 40 of the Act.

On the 6th September, 1922, regulations were made relating to fees payable to officers appointed in connection with the taking of a poll under the provisions of the Act. The Governor in Executive Council approved of special fees being paid to officials engaged in connection with the poll taken in the Kalgoorlie, Boulder, Brown Hill-Ivanhoe and Hannans shop district on the 27th January, and such approval was gazetted on the 29th idem.

Industrial Arbitration Act, 1912-1925.

During the quarter 209 inspections were made by officers of the department, principally in connection with Agreements governing the Clothing Industry in the Metropolitan Area, and as a result it was found that 100 employees were being paid at lesser rates than provided in the agreement. Those employees have received arrears of wages to the extent of £142 5s. 5d.

The Registrar of Industrial Unions during the quarter advised that there was a cessation of work by stonemasons in the metropolitan area; inquiries were made and reports submitted to him by officers of this department, under Section 140 (3) of the Act.

The department was also notified by the Clerk of the Arbitration Court, in accordance with Clause 24 of the Painters and Paperhangers' Award No. 4/1924, that an apprentice had been discharged by an employer. The award provides that an inquiry shall be made by an Industrial Inspector appointed under the Act. The necessary inquiries were made and a report submitted.

Inspection of Scaffolding Act, 1924.

It has been found that the work of inspecting the scaffolding erected in the Metropolitan Area is too much for one Inspector, and advertisements are now appearing in the daily Press, calling for applications for an additional inspector.

The records of the department indicate that at the end of the quarter there were 244 jobs on hand and the value of the work was £51,857 3s. 6d.

Inspections were also completed in regard to 161 jobs, valued at £69,972 12s., including those of a departmental nature, valued at £9,636 15s.; whilst in 50 instances where notices have been submitted of intention to erect scaffolding, it was found that either the provisions of the Act did not apply, or it was impossible to make inspections, so that no fees are payable to the department. The value of this work was £32,977 10s.

During the quarter 270 notices of intention to erect scaffolding were received, being 36 more than for the previous quarter. For the same period the Inspector made 405 inspections, covering a distance of 1,172 miles on his motor cycle.

The Inspector found it necessary to issue seven orders, which had the effect of stopping work on the job until the scaffolding had been erected to his satisfaction.

Plans and specifications relating to five gantries were examined and approved. During the quarter four owners of scaffolding were prosecuted for failing to submit the necessary notices to the department. A conviction was recorded in each instance, and fines (£2) and costs (£2 15s.) were imposed.

Employment Brokers' Act.

During the quarter 11 inspections were made under the provisions of this Act.

A complaint was submitted to the department that an employee had been engaged to proceed to work in the country, and that upon arrival there could not locate the whereabouts of the employer. Upon investigation it appears that the employee did not make a determined effort to ascertain the address of the employer, owing to certain information he had obtained. Upon the matter being placed before the broker concerned, a promise was made by the latter to refund the employee fees that he had paid.

STATE LABOUR BUREAU.

Quarter ended 31st March, 1926.

Report of Secretary.

The number of individual men who had their names registered for employment was 3,290. The engagements totalled 1,733. 1,120 workers were assisted with fares to proceed to work, the cost amounting to £1,391. An amount of £635 was received as refund on account of fares advanced during the quarter and previously.

Comparing the number of applicants for work at Head Office and branches with that for the corresponding period of the year 1925 there is a decrease of 64, and the engagements show a decrease of 399. The applicants for work at the Head Office, Perth, were 2,475, and the branches 815, while the engagements were 1,480 at Perth and 253 at branches.

Under the scheme for placing goldfields lads on farms 27 lads were despatched from Kalgoorlie during the quarter. Of these 21 were proceeding to farm work for the first time.

The number of women registered for employment was 407, being 95 less than for the corresponding quarter for the year 1925. The engagements were 491, being 19 less. The reason engagements exceed the number of registrations for work is that although a woman is only registered once during the year she very often obtains work on more than one occasion.

RETAIL PRICE INDEXES—FOOD AND GROCERIES.

State Government Statistician's Report.

The figures hereunder give the result of the inquiry conducted by the Government Statistician into the cost of food and groceries in certain towns in Western Australia for the three months ended March, 1926.

The methods adopted in compiling the index-numbers are similar to those employed by the Commonwealth Statistician.

The table shows the difference in the cost of food and groceries in the various centres as compared with the cost in the Metropolitan Area. It will be noted that prices in some of the remote towns are much higher than those obtaining in the Metropolitan Area.

Index Numbers—1st Quarter, 1926.

Food and Groceries: Weighted average for six Capital Towns in 1911 as base = 1000:—

Town.	Jan.	Feb.	March.	Average for Quarter.	Percentage difference as compared with Metropolitan Area.
					%
Metropolitan Area	1803	1876	1881	1853	...
Albany	2031	2043	2079	2051	+10·68
Bridgetown ...	2013	2061	2107	2060	+11·17
Bunbury ...	1881	1927	1970	1926	+ 3·94
Coolgardie ...	2089	2120	2191	2133	+15·11
Cue	2502	2550	2567	2540	+37·07
Geraldton ...	1961	2000	2008	1989	+ 7·34
Greenbushes ...	2071	2154	2149	2125	+14·68
Gwalia	2283	2258	2268	2270	+22·50
Jardee ...	2096	2107	2145	2116	+14·19
Jarrahdale ...	2079	2076	2069	2075	+11·98
Kalgoorlie ...	2090	2121	2182	2131	+15·11
Katanning ...	1769	1835	1804	1803	— 2·70
Leonora	2267	2322	2307	2299	+24·07
Lyall's Mill ...	2067	2088	2119	2091	+12·84
Manjimup ...	2050	2142	2051	2081	+12·30
Meekatharra ...	2392	2482	2488	2454	+32·43
Menzies	2372	2434	2450	2419	+30·54
Merredin ...	1973	2015	2119	2036	+ 9·88
Mullewa	2184	2205	2222	2204	+18·94
Nanga Brook ...	1999	1986	1994	1993	+ 7·56
Narrogin ...	1810	1869	1940	1873	+ 1·08
Norseman ...	2376	2411	2420	2402	+29·63
Northam ...	1948	2002	2022	1991	+ 7·66
Northampton ...	2110	2164	2061	2112	+13·98
Pemberton ...	2087	2103	2108	2099	+13·26
Southern Cross ...	2194	2187	2268	2216	+19·59
Wiluna	2908	2965	3012	2962	+60·06
Yarloop	1947	1979	2008	1978	+ 6·75

Review of New Awards.

CEMENT PIPEMAKERS'. AWARD

(made by Mr. Frank Walsh, Registrar of Industrial Unions, acting in the capacity of Arbitrator).

This award is for a term of three years, and applies to the factory of the Hume Pipe Company (Australia), Limited, situated within a radius of twelve miles of the General Post Office, Perth.

Forty-eight hours constitute a week's work, to be worked in five and a-half days.

Overtime ranges from time and a-half to double time.

The wages range from £5 for a maintenance man to £4 7s. for a labourer, and from £2 to £3 15s. for junior workers between the ages of 17 and 21.

Provision is made for an annual holiday of six days on full pay, and in addition there are six fully paid public holidays.

CLUB EMPLOYEES' AWARD.

This award, which is for a term of three years, applies to all incorporated clubs which regularly supply meals but does not apply to any club which does not regularly employ at its club house more than two workers to whom the award applies.

It operates over the area comprised within a radius of 20 miles from the G.P.O., Perth.

Forty-eight hours, to be worked on six days, constitute a week's work for males over 18 years, and forty-four hours, to be worked on five and a-half days, constitute a week's work for females.

Overtime ranges from time and a-half to double time.

The wages range in the case of males from £5 16s. for a first cook, where three cooks are employed, to £4 8s. for a yardman and unspecified male worker, and in the case of females from £4 15s. for a first cook, where three cooks are employed, to £3 5s. 3d. for a waitress and other female worker. Junior male workers from 18 to 21 years are paid £3 10s. to £3 15s. 6d. If board and lodging are provided by the employer, £1 7s. 6d. per week may be deducted.

An annual holiday of twelve days on full pay is provided.

MINING—COAL—S.W. LAND DIVISION.

This award defines the terms "Holing the Seam," or "Undercutting by Machine," or "Cutting by Machine," used in all awards and industrial agreements relating to the Coal Mining Industry in operation in the South-West Land Division of W.A. It operates for a period of twelve months.

CEMENT PIPEMAKERS.

AWARD OF ARBITRATOR.

1. *Casual Hands.*—Casual hand shall mean a worker who is engaged for less than six days. Casual workers shall be paid for the particular work upon which they may be employed at an hourly rate calculated on the rates of pay prescribed by Clause 14 of this award, plus ten per cent.

2. *Wet Places.*—(a.) Employees while working in wet places shall be provided by the employer with waterproof boots and aprons.

(b.) "Wet Places" shall mean places where the nature of the work necessitates a worker getting his boots or clothing thoroughly wet.

(c.) If any dispute shall arise as to whether a place is a "wet place" within the meaning of this clause, the dispute shall be referred to the Registrar of Industrial Unions, and his decision thereon shall be final.

3. *Hours.*—Forty-eight hours shall constitute a week's work and shall be worked in five and a-half days.

The hours of duty shall be from 7.30 a.m. to 12 (noon) and from 12.45 p.m. to 5 p.m. on Monday, Tuesday, Wednesday, and Thursday; from 7.30 a.m. to 12 noon and from 1 p.m. to 5 p.m. on Friday; and from 7.30 a.m. to 12 noon on Saturday.

4. *Overtime.*—All work done outside the times fixed as provided in Clause 3 shall be deemed overtime and shall be paid for as follows:—Time and a-half for the first four hours and double time thereafter. Provided also that double time be paid for work done on Sundays, during recognised meal hours, and on the holidays specified in Clause 5 of this award.

5. *Holidays.*—The following days shall be paid holidays, namely, Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Labour Day.

Where a holiday falls on a Sunday, or where another day is observed in lieu thereof, the holiday shall be granted on that date.

In addition to the above, an annual holiday of six days on full pay shall be granted once in each year to every worker. Provided that if the employment be terminated before the holiday is due, the worker shall, after the completion of one month's service, be entitled to one day's pay in lieu of holidays for every month and proportionately for any portion of a month of service. Provided further that where the worker is dismissed for wilful misconduct he shall not be entitled to the benefit of the provisions of this clause.

6. *Record Book.*—The wages book (or wages sheet) of the employer shall be open for inspection by the secretary or an accredited representative of the union at the office of the company during working hours upon reasonable notice being given of the desire to inspect same.

7. *Higher-grade Duties.*—Any worker carrying out work classified at a higher rate than his ordinary rate up to four hours in any shift shall be paid at such higher rate for the actual time so employed.

If more than four hours is occupied on such work in any one shift, then the worker shall be paid such higher rate as for the whole shift.

8. *Disputes.*—In the event of a disagreement as to the interpretation of this award the matter shall be referred to the Registrar of Industrial Unions, whose decision shall be final.

9. *Overalls.*—Employees working in the yard during wet weather shall be supplied with oilskin coats or provided with shelter sheds.

10. *Change House.*—The employer shall provide all necessary sanitary accommodation, change-room for workmen, and a sufficient supply of boiling water, at meal times, for employees.

11. *Protectors for Hands.*—Rubber gloves or other suitable hand protectors shall be supplied, when required, to employees working as moulders, mixers, men handling slabs, reinforcement wirers, and pipe-jointers.

12. *Area.*—This award shall apply to the factory of the Hume Pipe Company (Australia), Limited, situated within a radius of twelve miles of the General Post Office, Perth.

13. *Term.*—The term of this award shall be for three years from the date hereof: Provided that at any time after the expiration of twelve months from such date, on giving thirty days' notice to the other party of its intention so to do, either of the parties to this award may make application to the Registrar of Industrial Unions, or such other person as may be mutually agreed upon, to alter, amend, or revise the same; and similarly on the expiration of any subsequent period of twelve months application may be made in the same manner.

	Per week of 48 hours.		
	£	s.	d.
14. *Wages:*			
Maintenance man	5	0	0
Pipe maker (leading hand controlling levers)	4	15	0
Pipe maker (ordinary)	4	13	6
Mixer of cement or concrete	4	14	6
Concrete moulder or article repairer	4	13	6
Stripper	4	10	0
Mould assembler	4	10	0
Reinforcement makers	4	10	0
Men cleaning out pits	4	10	0
Stone crusher	4	13	6
Labourer	4	7	0
Junior Workers.			
From 17 to 18 years of age	2	0	0
From 18 to 19 years of age	2	10	0
From 19 to 20 years of age	3	5	0
From 20 to 21 years of age	3	15	0

The proportion of juniors to fully paid adult workers covered by this award shall be one junior worker to every three or fraction of three such adult workers in each factory.

A junior worker shall not be employed, by himself, on work beyond his strength.

Dated at Perth, this 18th day of January, 1926.

FRANK WALSH,
Arbitrator.

Awards of the Court of Arbitration for the Quarter ending 31st March, 1926.

CLUB EMPLOYEES' AWARD.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 12 of 1920 (File 1914.)

The Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, Applicant, and

The Commercial Travellers' Club (W.A.) Limited, and Others, Respondents.

Before Mr. Acting Justice Davies (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. George Ryce appeared for the Applicant Union.

Mr. L. L. Carter appeared for the Respondents.

The following remarks were made by the Court at the speaking to the Minutes on the 25th February, 1926:—

The PRESIDENT: The Court has overstepped the interval of time forecasted by me when the hearing was concluded as the period which would be required for consideration and settlement of the minutes. To a great extent this was due to the intervention of matters appearing to us to be of great urgency demanding attention under the recent amendments of the Act, as well as to complexities involving protracted investigation arising under the issues in the present case.

Scope.—The scope of the award, as will be observed, has been limited. The evidence produced to the court on behalf of the applicant union related exclusively to conditions in the leading town residential clubs—yacht, bowling, golf, and other recreational clubs—none of which, I understand, in this State provide residential quarters for members—were severely left alone until the employers called one witness, the secretary of a prominent local yacht club. He gave information relative to the conditions of employment of the two workers which comprised the sole staff of employees of that club, and made it apparent that even amongst riverside clubs the conditions of employment and the methods of conducting the business of the clubs were materially different. For instance, we were told a married couple were the only employees at one club and they were in effect caretakers, that another was practically a Saturday afternoon club, which employed one man only, and so on. Many of the claims made were not applicable to such clubs, and to attempt to deal with them without more detailed information or incorporating in the award special provisos and conditions applicable to them might not only create serious anomalies, but result in grave detriment to the few workers at present in their service.

Hours.—Section 184 (m) of the Consolidated Licensing Act (1911/22) directs that the rules of every club eligible to be or to continue registered shall provide that "No steward, cook or other employee . . . . shall be employed for a longer period than persons employed in a publichouse, hotel, restaurant or coffee palace may for the time being be lawfully employyed."

By the Factories and Shops Act, 1920, Section 125, it is provided that "No shopkeeper shall . . . . employ any person for a longer period than 48 hours excluding meal times in any one week, or any woman or young person

under the age of 16 . . . . for a longer period than 44 hours, excluding meal times, in any one week," and by sub.-section 2 of the same section the spread permissible is 12 hours each day.

By the definition clause to the Act, "shopkeeper" means a person, etc., occupying a shop, or the agent acting in the management thereof; and "shop" is defined to mean "any building . . . . . and includes any premises in which any business defined in the 4th schedule is carried on."

Turning to the fourth schedule, we find included there in "premises in respect of which a publican's general license . . . hotel license," are carried on, also restaurants and coffee palaces.

We must assume that the clubs under consideration in this case, or rather such of them as supply liquor to their members, have complied with the law and have a rule in conformity with Section 184 (m) of the Licensing Act. I think we must further assume that the clubs' rules are there to be obeyed, and if so the question of hours is, in the absence of any militating factor, determined by the Acts referred to. I am not unmindful of the provisions of section 155 of the Factories and Shops Act and that agreements which have been made common rules exist relating to hotel and restaurant employees which appear to be at variance in some slight particular with the provisions referred to, but in all common rule orders, the court has been careful to attach a proviso that the agreement so made a common rule must not be regarded as expressing any actual determination of the court, etc., in other words, the court does not hold itself bound by any of the provisions of such agreements, nor does it regard them in the light of precedents to be blindly followed.—

Spread of Shifts.—I do not consider any just case was made out, considering the nature of the calling for the restriction of the spread of shifts to 49 per week, nor can I find any precedent, either local or in any of the Eastern States, inaugurating such a sweeping reform. The Factories and Shops Act, when dealing with what are by some considered as analagous establishments, provides for a possible spread of 12 hours per day for hotels, coffee palaces, restaurants, etc. (section 125 (2)), the industrial agreements relating to such businesses, both in the metropolitan area and for the Eastern Goldfields, provide for a spread of 60 hours per week for tearooms, 66 for restaurants and 72 and 66 respectively for hotels. In Queensland the spread is 11 to 13 hours per day. In New South Wales 13 to 14 hours per day; and in Victoria the Liquor Trades Award (Commonwealth) provides for 11 to 13 hours spread. Tramway employees also work broken shifts, have duties at least equally arduous, and spreads of 60 to 72 hours.

At the present time, the various clubs have different rosters involving spreads of 78, 80½ and in one instance of 92 hours per week. A minimum spread on one employee's set of shifts for the week of 51 hours has been noted. I am convinced that some of the lengthy spreads mentioned are excessive and must be capable of revision without serious disturbance of the business.

We have decided that a 66 hour spread should be possible without undue hampering of the clubs, and at the same time will introduce a substantial alleviation of one of the principal grievances complained of in this hitherto unregulated business.

Late Nights.—The next item in the issue which, in my opinion, calls for comment, is that seeking to restrict the finishing time for day workers to 7.30 p.m. on at least three nights per week. The evidence in support of this claim appeared to me to be somewhat meagre and rested mainly upon the desire expressed by two or three of the witnesses to cease duty in time to allow of an attendance at evening entertainments. It may be that in some few clubs where the attendance of members for evening meals is small, the granting of the request would not cause very great inconvenience, in so far as the dining room staff was concerned. But we had evidence that the evening meal at one important club commenced at 6.45 p.m. If the request were granted, no doubt some alteration would have to be carried out in that establishment. But the principal difficulty would occur, it seems to me, in connection with the kitchen staff, scullerymen, etc. The imposition of the claim would only mean that these employees would have to work overtime. In view of the dearth of evidence, and until the court can act without being almost entirely in the dark as to the consequences of introducing such a provision as that asked, we have decided to adopt the condition which governs the hotel employees. If the matter be brought forward at any application to review the provisions of the award, the court undertakes to keep an open mind on this point and to be guided by such evidence as may then be tendered.

Wages.—The schedule of claims made by the applicant union appeared to me to be substantially in excess of the rates prescribed for similar classes of workers in hotels, restaurants, etc., in this State; and the same remarks apply when the claim is compared with the rates prescribed under an award or determination for club employees in Queensland, New South Wales, and South Australia, those being the only States, so far as I have been able to ascertain, where the club employee has been specifically provided for by an industrial tribunal.

The employers answered the claim by proposing that the minimum rate for workers employed in clubs should be one equivalent to the basic wage calculated upon the Commonwealth Statistician's Price Index Figures at the date of the hearing (1621) when applied to the basic wage fixed by the court in the Engineers' case (1661), £4 3s. 4d. The decline in prices so shown, amounting to 2s., the respondents' representative contended, should be reflected in the wage to be awarded and thus a basic and minimum for the business of £4 1s. 4d. was arrived at.

In the absence of any other guiding feature, I think one would have difficulty in avoiding this conclusion without making a substantial departure from orthodox principles, as, apart from the lengthy spread of hours, the services required of the inferior grades of workers in this calling do not appear to me to be so exacting as to call for any material increase on the basic wage. But as the value of an article depends to a great extent upon the price which it commands in the open market, so also may the value of a service be estimated by the price which is regularly being paid for it by a substantial section of the community. It appears to be generally accepted that there is an analogy between the services and duties of workers in hotels, restaurants, and such establishments and those of workers in clubs. I can see no difference, for instance, between those of the housemaid-waitress (amongst others) employed in an hotel, and those of the same employee in the club.

The Legislature, when it passed subsection (m) of section 184 of the Licensing Act, previously referred to, must, I think, have been actuated by some such consideration. We have in evidence before us in the present case industrial agreements, most, if not all, of which have been made common rules, prescribing rates of wages for almost every class of worker embraced by the claims. Those agreements comprise, among others (1) Barmen's, etc., Union with the Hotel Proprietors of the Metropolitan Area; (2) Restaurant Employees' Union with the same employers; (3) Goldfields Hotel and Restaurant Employees with Proprietors of Hotels and Restaurants at Kalgoorlie and Boulder.

The first two agreements have operation until 1927 and 1928 respectively, with certain rights to the parties

to apply for revision after 12 months' operation. The rates of wage originally provided in both agreements have been in operation without alteration to date, thus showing a complete disregard of price index figures. I do not think any fair-minded member of a club would ask to have services performed by the servants at his club for a remuneration below that which has practically become standard in the community. In any case it appears to me that this court cannot ignore the fact that these employees in analogous businesses have by mutual agreements succeeded in obtaining the rates provided by such agreements.

I am not unmindful of the fact that the hotel and restaurant employees' section of the union were involved in an industrial trouble resulting in a cessation of work a little prior to the date of this current agreement, but I understand the point in difference which was the proximate cause of that cessation was the question of preference to unionists. I mention this fact because I feel that had the wages in the agreement been extorted from employers as the outcome of an illegal act, such as a strike on the part of the employees, I consider this court would not be justified in allowing itself to be seriously influenced by any concession so acquired, any more than it would by conditions brought about by converse circumstances; for example: if during a time of industrial stress organised employers, by means of a lock-out or some such procedure, succeeded in starving workers into the acceptance of unfair or unreasonable conditions.

The position regarding wages therefore appears to me to be this: Employees performing similar duties have by mutual arrangement with a large business section of the community established rates of wages which are an advance on what might be referred to as the basic wage, and establishments such as clubs cannot reasonably ask to have similar services performed at less than what has, in effect, become standard rates. I consider the rates should be those prescribed in the metropolitan agreements referred to, and those are the rates appearing in the minutes of the award. When I make that statement it will be apparent to those familiar with such awards that the full money value of the various services is shown, but in the following clause (5) appears a provision permitting a deduction of £1 a week for board, and 7s. 6d. for lodging from the wage of every worker provided therewith. Special provision in this connection is made in clause 6 regarding barmen and night porters, and that clause also furnishes a definition of the term "barman." This appeared to us to be essential owing to the interchangeable nature of the duties carried out by barmen, stewards and waiters in some clubs. That definition will be read in conjunction with the mixed functions, clause (8), so that the steward or other employee required to act as barman for upwards of two hours in any one day becomes a barman for that day and must be paid for the day as such.

Part Time Worker.—During the hearing the union called one witness, Hendrickson, who was employed as a cook at the Perth Club, where he was engaged to cook two meals only per day on five days of the week, and on one day (Friday) he was engaged to cook the full three meals. He was not required to nor did he perform any work for the club on Sunday. His weekly working hours amounted, according to his evidence, to 45½, but a scrutiny of that evidence makes it appear that his actual working hours were 46½; however, no mention is made of meal time, and he had two meals on the premises. His spread of hours amounted to 48¼ per week. Under the proposed award this worker would be a full time worker.

We adopted the suggestions of the parties and visited various of the clubs, principally with a view of inspecting the class of accommodation provided. We took the opportunity while engaged on these inspections of making inquiries to supplement the evidence in some particulars, and in the course of those inquiries we ascertained that at one club a woman was employed to cook a mid-day meal, her hours daily, except Sunday, being from 9 a.m. to 2.30 p.m., 5½ hours per day for six days a week—a total of 33 hours per week. We have attempted to make provision for this class of worker in clause 7 and by clause 11 (b) relating to overtime performed by any such worker. The phraseology of those clauses caused us considerable difficulty, and an attempt to paraphrase them might easily result in misleading the parties as to their effect. I think the meaning can be best ascertained by a perusal of the clauses themselves.

Casuals.—It will be observed that the casual worker is distinct from the part-time worker, though the latter might also come within the category of casuals. Consideration of clauses 7 and 10 will disclose this.

Holidays.—The claim is for: (1) Three public holidays and union Picnic Day each year to be allowed as days off duty without any deduction from the weekly wage, and presumably with meals if desired by those workers ordinarily entitled thereto; alternatively, if the worker is required to carry out his duties on such days, double time rate to apply; (2) Three weeks' annual leave with pay, inclusive of the boarding and lodging allowance where applicable.

The respondents agree to grant three of the four days referred to as holidays, and to pay the worker at the rate of time and a-half if they require his or her services on those days. They oppose the Union Picnic Day. As regards the annual leave they agree to grant six days with pay, but without any allowance for board and lodging.

The union endeavoured to support its claim on the ground that the hours of workers in this calling were spread over seven days per week, the shifts were broken and extended over a considerable portion of each day, their time off occurred at irregular intervals, and seldom if ever at the week-end periods, as was the case with most other workers, and that some of the more important clubs at the present time allowed a fortnight's annual leave to its employees.

The respondents contended that the workers in the present case were not entitled to more consideration than others in respect of whom the court has made awards, namely, 10 days per annum. This answer it appears to me provides for but nine.

At the present time the Commercial Travellers and Weld (and I think the West Australian) clubs grant the fortnight's annual leave, but without allowances for board, etc.; in other clubs the practice is to allow but one week, and in some there appears to be no rule or custom whatever on the matter.

The Metropolitan Restaurant and Tearoom agreement provides for three weeks' annual leave on pay with allowances to workers in establishments which open seven days in the week, but for two weeks with pay and allowance to other workers: this provision applies also to hotel employees other than barmaids and barmen, who are allowed under their agreement fourteen days annual holiday. These latter workers are not employed on Sunday.

The Goldfields Hotel and Restaurant industrial agreement gives three weeks to employees in hotels and in restaurants, etc., which open seven days a week, and two weeks to other workers.

The Fremantle Club agreement provides for a two weeks' holiday without allowance.

The agreement governing employees in the West Australian Government Railways dining cars follows that of the hotel and restaurant employees and concedes three weeks with allowances.

Awards and determinations of industrial tribunals in other States of Australia, on the other hand, afford the workers in this State but scanty support. The Queensland Club employees' award concedes two weeks; the Club employees' award of New South Wales and the determination of South Australia made no provision whatever for annual holidays. The Commonwealth Liquor Trades' award provides for annual holidays for hotel employees varying from one to two weeks on full pay in respect of establishments in Melbourne and Sydney.

The question we have to determine is whether the workers in this case are so circumstanced that they have a reasonable claim for a longer annual holiday period than that generally conceded to workers in other callings. It must be borne in mind that their week's work is now, under Clause 12 of the minutes, proposed to be restricted to six days per week, and the working hours are, under Clause 2, limited to 48 in the case of males and 44 in the case of females, similarly to those of many other employees engaged in occupations which it might be considered required more skill and physical effort. The main point of difference between the conditions of these and the other workers alluded to consists in the spread of shifts to which the workers under this proposed award are required to submit, namely, 66 hours per week. But even this condition is not without precedent. The Tramway employees have also broken shifts, some of them being required to submit to a spread of 72 hours per week and are required to carry out duties which appear to call for exertion and skill at least equal to that required of the club employees.

To grant the claim made would place the club employees upon a much more favourable basis than that occupied by workers in more skilled and arduous callings, and I find myself unable to support the claim in full on any logical ground. Under the circumstances, the conclusion arrived at is that the most equitable course to adopt is to follow the decision arrived at in many other callings where the employment is of a permanent character and conceded twelve working days holiday per annum, which implies that the workers will in effect receive a fortnight's annual leave on full pay. And as the remuneration of most of the workers concerned consists in part of board and lodging, the value of which has been mutually agreed upon between the parties, the wage of those workers during such holidays when the board and lodging provision is not availed of will be supplemented by the assessed money value of that accommodation for the fortnight.

Preference.

Claim was made for the inclusion in the award of a provision directing that preference of employment be given to members of the union. The applicant union has succeeded in having a qualified preference clause inserted in its current agreement with the hotel and restaurant proprietors.

It is, I think, a very considerable time since this court has been faced with such a claim.

At an early stage in the proceedings, and on one or two occasions during its progress, the employers' representative took exception to the discussion of the claim at all on the ground that this court had on several occasions ruled that the power to concede such a claim did not exist under the Act of this State.

It must, I think, have been common knowledge that the Legislature of the State was at the time engaged in the discussion of an amending Arbitration Bill, and I understand that the preference power was one item to be considered. It was apparent that the fate of the Bill would be determined before this court could issue any award, so I felt that under the circumstances it was advisable to hear all that the claimant union might urge in support of this request. The Bill became law on the 31st December last, but it does not appear to me to have touched this question. We are therefore in the same position, so far as the Statute is concerned, as the court has been for years past.

A brief resume of the decisions of the court on the question would not, I think, be out of place, but before entering upon it I might introduce my statements by the assertion that the first Arbitration Act of Western Australia of 1900 took for its foundation similar legislation which had existed in New Zealand since 1894. Under the New Zealand Act the same question had arisen, and the two, so far as the definitions are concerned, appear to have been cast in identical terms. The definition of the Statute, the class of worker and so on were identical. In 1898 in New Zealand the point as to whether the court has power to grant preference went first of all before the industrial tribunal which existed, and was taken afterwards by the employers to the Full Court. In the case of Taylor and Oakley, appellants, and Edward and Others, respondents, dealt with in 1898, it was decided under the definitions which existed in that Act that the court did have power to grant preference, and they upheld the award in that respect. That case, so far as I know, was not mentioned in any proceedings in this court for a year or two subsequently to the commencement of the operation of this State Arbitration Court under the 1900 Act. In 1902 the claim for preference was refused by the court in the Kalgoorlie Miners' case when Mr. Justice Moorhead was President, his reason being that the clause was excised by the Legislature from the Bill, indicating Parliamentary intention to withhold from the court any power on the point. That was followed by the court in 1903 in a butcher's case reported in Vol. 2, Arbitration Reports, p. 66 and at p. 68, in which latter instance he expressed the view that the court had no power, and even if it had he would not under the circumstances of that case grant it. The same President also gave a decision in a bread carters' case in the same year. In the North Coolgardie Miners' case in 1904 Mr. Justice Burnside held to the same effect. In the Black Range Miners' case in 1905 Parker J. expressed doubt as to the court's power to grant preference, but was inclined to think that in a proper case the power existed.

But in the Coastal Carpenters' case the same Judge intimated that, having perused several High Court judgments (not named), he was of opinion that the power to grant preference did not exist without express legislation to support the matter. In the Timber Workers' case, 1906-7, Mr. Justice Burnside briefly referred to the fact that the legislation had deliberately refused this power to the court. In the Perth Tramway Employees' case in 1910 Mr. Justice Burnside reiterated his opinion that the court's jurisdiction did not extend to the granting of preference. In the Metropolitan Bread Carters' case in 1910, under the same President, preference was claimed again and refused. It must, I think, be assumed that the legislature was aware of these rulings of the court, and if so minded it might, on one of the several occasions on which the Arbitration Act was before it for amendment, have in express terms conferred the power which the Presidents of this court had held was lacking. I understand attempts were made to do so, but they met with no success.

In British Courts the practice is laid down that generally speaking rulings of courts of co-ordinate jurisdiction which have stood for a number of years are not disturbed. I make some quotations.

"It is extremely dangerous to shake the authority of long established decided cases," says one authority (*Moorson v. Kymer*, 1814; 2 M. & S., 306, at p. 312).

"Courts should be careful not to override decisions which, not being manifestly erroneous and mischievous,

have stood for some time unchallenged and from their nature and the effect which they may reasonably be supposed to have produced upon the conduct of a large portion of the community, as well as of Parliament itself, in matters affecting rights of property, may fairly be treated as having passed into the category of established and recognised law." (*Beale*—Interpretation.)

"The courts really abstain from overruling cases which have been long established, because if they do they would only disturb without finally settling the law." (*Mersey Docks v. Cameron*, 1865: H. L. Cass., 443, at p. 510—Lord Chelmsford.)

"Assuming a Judge thinks a construction to be clear one way, but a series of authorities is produced being decisions of Judges of co-ordinate jurisdiction the other way, there must be a time at which the Judge is bound by them. If one authority were produced to me and my own opinions were the other way I would not follow that authority, but if the authorities were numerous I admit that I must be bound." (*In re Bethlehem Hospital*, 1875: L.R., 19 Eq., 457, at p. 459-60—Jessel, M.R.)

There is a mass of authority in similar strain. The courts in those cases were of course not dealing with industrial arbitration questions, but it appears to me the principles enunciated have direct bearing on the claim now under consideration. Having arrived at this conclusion my own view upon the question is of no consequence.

But even if such express power did exist, one might pursue the inquiry further and consider the question whether the circumstances of the present case are such as to justify its exercise.

The Commonwealth Court of Conciliation and Arbitration is very reluctant to award preference, which is expressly conferred upon it by the Commonwealth Conciliation and Arbitration Act. The rule followed by that court is not to grant preference unless unjust discrimination against unionists is proved. See the following cases:—

Waterside Workers' case, 1923, 18 C.A.R., 1230.

Timber Workers v. Austin, 1924, 19 C.A.R., 539.

North Australian Industrial Union v. Commonwealth Railway Commissioner, 19 C.A.R. 546.

There are others, too. In the present case no occurrence in the nature of victimisation or discrimination has been proved. It is true that one or two suggestions were made, but I was far from satisfied that anything in the nature of discrimination against unionists had been disclosed. In fact, it appeared to me that very few, if any, of the witnesses who gave evidence on the point had a correct conception of the effect of the ordinary preference clause. They supported the inclusion of such a clause in the award in the belief that it would afford them protection from injustices, *e.g.*, wrongful dismissal, etc., which in my opinion is quite apart.

It is clear to my mind that on the principles laid down by the Federal Court, the evidence adduced in support of the claim in this case would not justify the granting of the claim. Unless preference is to be granted on the mere asking, I do not consider the facts in the present case would warrant its insertion in an award.

Accommodation.

While it might be asserted that the accommodation provided for employees at some of the club premises which we inspected left nothing to be desired, this could not be said of all. At one club in respect of which the bedroom accommodation was the subject of grave complaints by witnesses, it was found that the lodging allowance was paid and the occupation of the rooms complained of discontinued. I was not at all favourably impressed with the convenience provided at one club for the workers to partake of meals, at which a small pantry and a diminutive table appeared to be totally inadequate to afford even meagre comfort to the number of workers required to use it. I observed also that the complaint regarding cockroaches was not altogether groundless, but cannot help entertaining the opinion that the remedy for this nuisance lies within the power of the workers concerned.

The meals were also the subject of complaint by some witnesses. A large mass of evidence was heard on this point. On analysis, it appeared to me to result as follows, taking the applicant union's evidence alone:—

16 witnesses gave evidence relative to the subject.

10 of these made statements indicating that they were dissatisfied to some extent with the class of food provided.

Of these 10, two were persons who had been dismissed from their employ at the club. One had left owing to a disagreement with the head steward.

Two had not been employed in clubs for two years and upwards.

Three of them complained of the evening meal only.

Four of them complained of lack of choice.

On the other hand, five witnesses, all in the service of clubs at present, expressed satisfaction with the food and some of these were now engaged at clubs in respect of which complaints as to food had been made by the dissatisfied workers.

Bearing in mind that the complaints as to inferior quality of food, tainted meat, twice cooked meat received unqualified and emphatic denials by the secretaries of the clubs concerned, I do not consider a case has been made out warranting this court's interference on the food question.

So far as the other accommodation is concerned, an elastic clause (18) has been inserted in the award with a view of meeting any difficulty or dissatisfaction which may occur.

The other clauses do not appear to me to call for comment at this stage.

Mr. SOMERVILLE: This has been a most difficult case. We have had to form a base in an industry which in this State has not hitherto been regulated by any award. That is always a more difficult task than any subsequent revision.

There are only one or two items to which I intend to refer at this stage. I desire to state my disagreement with the provision for a part-time worker. In the only case of which we have any knowledge to which this clause will apply, the worker is required to work somewhere about five and a-half hours per day for six days per week. Under these circumstances it is, in my opinion, very difficult, if not impossible, for the worker to supplement her earnings by taking other work and the employer should pay at least the minimum for the same vocation. Having provided for a part-time worker the court found it necessary to provide for possible overtime. Great ingenuity in drafting it was necessary and its effect when put into practice is somewhat doubtful.

We listened to a great deal of evidence directed to a claim in the issues that the worker should be supplied with meals as per menu. The evidence satisfied me that the employers desire that the workers should get a sufficient quantity of wholesome and appetising food, with a reasonable choice as to items; and I am satisfied that the worker does not desire more. I believe it was desirable and would not have been difficult to word a provision which would have obviated further friction. However, my colleagues have not agreed with me and no provision of the nature asked for in the application is in the award. I desire to direct the attention of the gov-

erning authorities of the clubs to the dissatisfaction expressed at the hearing, and to suggest as one possible cause the fact that at present the fixing of the items on the menu to which the staff are restricted is too much, subject to the discretion, perhaps on occasions to the caprice, of the cook. This is unsatisfactory and particularly so when the cook happens to be an Asiatic. I suggest that the secretaries of the clubs should issue instructions as to the choice to be allowed and satisfy themselves occasionally that the instructions are being carried out.

During the hearing much attention was paid to the accommodation. Complaint by the workers was directed chiefly to two premises and inspection proved to me that the complaints as to those two were thoroughly justified. However, the clause in the award will from this on give the union authority to take action if the accommodation is not up to ordinary standard.

Mr. BLOXSOME: In this case, with all respect to my colleagues, I do not agree with the scale of wages prescribed, and in my opinion the court is not warranted in fixing a minimum rate of wages for club employees so much in excess of that prescribed for other workers.

Last July this court fixed the basic wage for labourers in the engineering industry at £4 3s. 4d. per week, with the proviso that such wage was to be adjusted quarterly in accordance with the purchasing power of money index figure published by the Commonwealth Statistician. In consequence of the rise in the purchasing power of money since last July, the basic wage for labourers in the engineering industry for the current quarter is £3 18s. 4d. per week.

In June last the applicant union in this case entered into an industrial agreement with the hotel proprietors and others which fixed the minimum wage for workers in hotels at £3 0s. 6d., plus 25s. for board and lodging, or £4 5s. 6d. per week. Therefore, it is clear that at approximately the same time this court fixed £4 3s. 4d. as a basic wage for labourers after a lengthy hearing in the engineers' case, the Hotel, Club, and Caterers' Union, which is the applicant in this case, agreed with the hotel proprietors that £4 5s. 6d. was a fair minimum wage for workers in hotels, that is, that such workers were worth a margin of 2s. 6d. per week over the amount fixed by this court for a labourer. With regard to this margin of 2s. 2d., no evidence has been forthcoming in this case to prove that a yardman in a club is deserving of a higher wage than an unskilled worker and it is difficult to understand why the margin should exist. In this connection it may be mentioned that the industrial agreement between the Hotel, Club, and Caterers' Union and the hotel proprietors of Perth, was the outcome of a strike during which the union refused to submit its case to this court. However, even allowing the margin of 2s. 2d. for the club worker, and adding it to the basic wage for a labourer, which, as I have pointed out, is now £3 18s. 4d., would make the minimum £4 0s. 6d., and this court in my opinion is seriously inconsistent in awarding a wage of £4 8s.

The employers offered a minimum wage to male workers of £4 1s. 4d., which I think was liberal and should not have been exceeded, and this court in adopting a basic wage gained by the workers from the employers by the illegal method of a strike, in preference to that prescribed by itself, is in my opinion departing from the correct procedure.

Most union officials and workers no doubt think that every time wages are increased they have made a distinct advance, but it is not always true that increased wages benefit the workers, as a point is reached when high wages decrease the avenues of employment with disaster to many, whereas fair wages increase employment with benefit to all.

The effect of an award which prescribes a wage in excess of what an industry can bear is not always immediately apparent, but ultimately it will recoil on the workers, as has been the case in the goldmining industry of this State, which has never recovered from the blow it received in 1921, when it was compelled by this court to pay an excessively high rate of wages, with the consequence that a large number of men have been thrown out of employment.

I have no knowledge of the probable effect of this award, but I sincerely hope that it will not throw any men or women out of work, but for the reasons I have advanced I do not agree with the wages prescribed.

The following remarks were made by the President at the delivery of the award on the 26th February, 1926:—

The PRESIDENT: We have given consideration to the criticisms offered by the representatives to our minutes and have come to the conclusion that some of the criticisms offered were the outcome of misconception of the provisions of the award. As regards others, we were not able to see eye to eye with the conflicting ideas of the parties and consequently did not feel disposed to make an alteration.

There is one provision, however, in respect of which we thought the parties had assisted us by offering useful criticism, which has resulted in our making slight amendments to express more clearly what was intended. I refer to the clause dealing with accommodation. We make our intention clearer now by providing that in the case of those employees who sleep on the premises for (1) suitable accommodation, which I take to mean their sleeping accommodation; and (2) a common sitting room. For those who sleep off the premises a suitable change room for the use of workers of each sex employed in the club, which implies that those workers who sleep off the premises must be provided with two such change rooms, one for each sex. If all employees are of the one sex (and I have one instance in mind) and a room suitable in every respect is provided, the award in my opinion will be complied with if one such room is available as a common sitting room and a change roam combined. That provision is intended to apply to clubs which are so situated that difficulty is experienced in doing more. If any fault shall be found with that accommodation, as with the other accommodation provided under this clause, the drag-net provision at the end of the clause may be made use of, and there is a method by which any complaint of a reasonable character can be properly adjusted.

There is one further provision which was raised on the criticism offered by Mr. Ryce, and that is this: an addition has been made to the award which was intended to be covered by the minutes. The provision is that suitable accommodation for meals shall be provided for the workers. The same drag-net clause also applies to that, should any fault be found.

With those alterations the award will now be issued, and the intention is that the award shall be brought into operation as soon as we can see fit. The court is not prepared to accede to the suggestion made on behalf of the union that the award should have a six months (or thereabouts) retrospective effect. I am further impressed with the idea that the rosters at the different clubs may require some little consideration, and to bring this award into force instanter might be placing upon the club secretaries a burden which they would be unable, probably, to discharge. Therefore, we have decided to bring the award into operation from midnight on the 6th March. That will give them more than one full week to make their arrangements.

The award is now delivered.

AWARD.

1. *Scope.*—This award shall have effect over the area comprised within a radius of twenty miles from the General Post Office, Perth, and shall apply only to in-

corporated residential clubs, and to all incorporated clubs which regularly supply meals, but it shall not apply to any club which does not regularly employ at its club house more than two workers to whom this award applies.

2. *Hours.*—Forty-eight hours to be worked on six days shall constitute a week's work for male workers over the age of eighteen years.

Forty-four hours to be worked on five and a-half days shall constitute a week's work for female workers.

3. *Spread of Shifts.*—(a) Daily spread of shifts shall mean the period that elapses from the time the worker first starts work and the time he or she finishes for the day.

Weekly spread of shifts shall mean the aggregate number of hours contained in the daily spreads for a week.

(b.) The daily spread of shifts shall not exceed twelve hours.

(c.) The weekly spread of shifts shall not exceed sixty-six hours.

(d.) Except for meals there shall not be more than one break in any one shift, and such break shall be not less than two hours.

(e.) Workers other than night-porters shall not be rostered to work later than eight o'clock p.m. on more than three nights in any one week; or alternatively on more than six nights in any one fortnight.

4. *Wages.*—The following shall be the minimum rates of wages per week:—

	Male.			Female.		
	£	s.	d.	£	s.	d.
Cooks:						
In establishments where three cooks are employed:—						
First cook	5	16	0	4	15	0
Second cook	5	0	0	3	19	0
Third cook	4	13	0	3	14	0
Where more than three cooks are employed the minimum rate shall be	4	13	0	3	14	0
Where two cooks are employed:—						
First cook	5	8	0	4	9	0
Second cook	4	14	0	3	15	0
Where only one cook is employed	5	3	0	3	19	0
Barman	5	0	0			
Waiter	4	12	0			
Kitchenman	4	8	0			
Pantryman	4	8	0			
Night-porter	4	13	0			
Hall porter	4	8	0			
Steward	4	8	0			
Yardman	4	8	0			
Unspecified male worker ..	4	8	0			
Waitress		..		3	5	3
Other female workers		..		3	5	3
Junior male workers:—						
Over 18 and under 19 years of age	3	10	0			
Over 19 and under 21 years of age	3	15	6			

Provided always that no person under the age of twenty-one years shall be employed to serve in the bar of a club.

If juniors are required to wear uniforms they shall be supplied by and remain the property of the employer.

5. *Board and Lodging.*—If board is provided by the employer he may deduct £1 per week, and if lodging is provided 7s. 6d. per week, from the wages hereinbefore prescribed.

Board shall mean three meals per day.

6. *Barmen and Night Porters.*—The term "barman" means a person who is employed and actually engaged for more than two hours in any day in the sale and dispensing of liquor from the bar in a club.

"Employed in the sale" as used in the above definition shall be considered in one of two ways:—

(a) Where the worker is definitely detailed for the service;

(b) Where the worker is employed on an indefinite number of occasions totalling two hours or upwards in any one day.

Where the employer is willing to provide board and/or lodging barmen and night-porters shall have the option of choice whether they board and/or lodge on the club premises. Provided that where a night-porter or barman is supplied by agreement with the employer with individual meals an amount not exceeding 1s. 3d. for each such meal may be deducted from the wage specified.

7. *Part Time Worker.*—The term "part time worker" means one who is employed daily during at least six days per week but for not longer than thirty-three hours in any one week. Such worker shall be paid at a rate per hour equivalent to time and a-quarter of that prescribed for a full-time worker of the same class.

Any worker employed daily during at least six days per week for longer than thirty-three hours in the week shall be deemed a full-time worker.

8. *Mixed Functions.*—Any worker carrying out work classified at a higher minimum wage than his ordinary rate for two hours in any shift shall be paid at the minimum rate for such work for the whole of that shift provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two hours at work classified at a higher minimum rate than his ordinary rate he shall be paid his ordinary rate for the whole shift.

9. *No Reduction.*—No worker who at the date of this award is in receipt of a higher rate of pay for his particular class of work than is herein prescribed shall suffer by reason of this award any reduction in the pay which such worker was receiving.

10. *Casuals.*—A casual worker means a worker employed for less than twelve consecutive days. The minimum engagement shall be one day.

The daily wage shall be one-sixth of the prescribed wage plus ten per centum.

If a casual worker is supplied with board and/or lodging for less than seven days the employer may deduct one-seventh of the prescribed allowance for each day.

Provided that where a club engages workers other than its own employees for a special function, payment shall be made to such workers at the rate of 5s. per hour, with a minimum of three hours.

The wage due to a casual worker shall be paid immediately upon completion of the engagement.

11. *Overtime.*—(a) Work done by workers in excess of the rostered hours in any one day, or after the completion of forty-four hours in any one week in the case of females, or forty-eight hours in any one week in the case of males, shall be deemed overtime and be paid for at the rate of time and a-half at the prescribed rate.

(b) Work done by a part-time worker in excess of his or her rostered hours in any one day or after the completion of his or her rostered hours in any week shall be paid for at the rate of time and a-half at the prescribed rate for the full-time worker.

Should the overtime actually worked be sufficient to make a part-time worker a full-time worker within the meaning of Clause 7 hereof then no overtime rate shall apply unless the hours worked exceed forty-four per week in the case of females or forty-eight per week in the case of males, in either of which cases the overtime rate prescribed for a full-time worker shall apply.

12. *Weekly Holiday.*—Night-porters shall be allowed one night off in each week of seven days. Such night off shall mean from the usual time of commencing duty until the same time next day.

Other workers shall be allowed one full day off each week.

No worker shall be required to work on two consecutive Sundays.

13. *Roster.*—a roster of the working hours of all workers shall be prepared and exhibited by the employer in each club.

It shall denote the hours to be worked by each worker for the ensuing week.

It shall, together with a copy of this award, be kept exhibited where it can be conveniently seen by all workers while on duty.

A correct copy of the roster shall be kept available at the office during office hours for inspection by an accredited representative of the union who may make extracts therefrom.

14. *Record.*—A time book shall be kept in the office of each club premises in which book the employer shall enter the name of each worker, and in the case of juniors the age of each on his or her last birthday, the nature of the work he or she is doing, the hours worked each day, any departure from the rostered hours and the amount of wage received by him or her each week.

The said book shall be entered up weekly and shall, if correct, be initialed by each worker concerned on pay day, and shall be open to inspection at the office during office hours by an accredited representative of the union who shall be allowed to take extracts therefrom.

15. *Weekly Wage.*—Wages shall be paid weekly. In the absence of a written agreement providing for a longer period, twenty-four hours' notice on either side shall be sufficient for the termination of employment.

This clause shall not apply to casual workers.

16. *Meal Time.*—All workers shall be allowed three-quarters of an hour off for each meal.

An interval of not more than five and a-half hours shall elapse between breakfast and lunch, and between lunch and tea.

17. *Holidays.*—Each worker other than a casual worker shall be entitled to twelve working days annual leave on full pay after each year of service, or should the period of continuous employment be less than one year the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment.

Annual leave shall be taken at a time convenient to the employer, provided that such annual leave shall be granted to each worker within three months after such leave has become due.

A worker is not entitled under this award to more than twelve working days' holiday per annum on full pay.

Work done on Christmas Day, Good Friday, and Labour Day shall be paid for at double time rate.

18. *Accommodation.*—Any worker required to sleep on the premises shall be provided with suitable accommodation.

Where workers sleep on the premises they shall be provided with a common sitting room.

All workers shall have access to a bathroom.

A suitable efficiently lighted and ventilated change room shall be provided by employers for the use of workers of each sex who do not sleep upon the premises. Such change room shall be furnished with suitable toilet conveniences.

Suitable accommodation for meals shall be provided for the workers.

If any worker considers the accommodation provided for him or her by his or her employer unsuitable, complaint may be made in writing by the secretary of the union to the Clerk of the Court of Arbitration. Upon receipt of such complaint the Clerk may request an Industrial Inspector under the Industrial Arbitration Act to inspect the accommodation and report thereon. The inspector's report shall be filed by the Clerk and be open to inspection by any person without fee. The report may be used as *prima facie* evidence in proceedings for the enforcement of this clause.

19. *Uniforms.*—The employer shall provide and pay for the laundering of white aprons, coats, collars and cuffs, where such are required to be worn.

For female workers only a plain black and white, or black or white uniform will be recognised as such. The cost of any alteration in colour or design demanded by the employer must be defrayed by that employer.

The wearing of any uniform head gear shall be optional with the worker.

20. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the prescribed minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer. In default of such agreement within twenty-four hours after such worker shall have applied in writing to the secretary of the union stating his desire that such wage shall be agreed upon, the wage shall be fixed by the most convenient resident or police magistrate upon the application of such worker after twenty-four hours' notice in writing shall have been given by him to the said secretary who shall, if he so desires, be heard by the magistrate upon such application.

After giving notice to the secretary and after lodging the application mentioned and pending the magistrate's decision thereon, the worker shall be entitled to work for and be employed by the employer at the proposed lesser rate.

The determination of the magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed in the manner aforesaid at the instance of the said secretary.

The secretary of the union may by writing under his hand appoint an agent or substitute to represent the union at the hearing of the application before the magistrate.

21. *Term of Award.*—The currency of this award shall be three years from midnight of the 6th March, 1926. Provided that at any time after the expiration of twelve months from the date hereof the Court may alter or amend the award on the application of any person or party affected by its provisions.

In witness whereof this award has been signed by the President of the Court, and the Seal of the Court has been hereto attached this 26th day of February, 1926.

[SEAL.] T. F. DAVIES,
Acting President.

MINING—COAL—SOUTH-WEST LAND DIVISION.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 3 of 1926.

Between Collie River District Miners' Union of Workers, applicant, and Amalgamated Collieries of W.A., Ltd., and Premier Coal Mining Company, Limited, respondents.

THE Court of Arbitration of Western Australia doth hereby make the following award in connection with the industrial dispute between the above-mentioned parties:—

AWARD.

1. That the words "holing the seam" or "undercutting by machine" or "cutting by machine," wherever used in all awards and industrial agreements relating to the Coal Mining industry in operation in the South-West Land Division of Western Australia, shall be deemed to include, leaving a clear space of not less than three inches between the top of the machine cuttings or "buck-dust" and the top of the cut made by the coal-cutting machine.

2. This award shall operate for a period of twelve months from its date.

In witness whereof this award has been signed by the President of the Court and the seal of the Court has been hereto attached this 26th day of March, 1926.

[SEAL] WALTER DWYER,
President.

EXTENSION OF OPERATION OF AWARD. (MINING—COAL—No. 5 of 1916.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 20 of 1926.

In the matter of an award made on the 10th day of October, 1916, No. 5 of 1916, between the Collie River District Miners' Union of Workers (hereinafter called "the Union") and the Collie District Collieries Industrial Union of Employers; and in the matter of an application by the above-named Union for the operation of the said award to be extended.

Upon hearing Mr. H. Whiteaker for the applicant union, there being no appearance of any party desiring to be heard in opposition, and upon being satisfied that the requirements of the Act and the Regulations have been complied with, the Court doth hereby order and declare that the operation of Award No. 5 of 1916, be and the same is hereby extended so as to apply to the whole of the South-West Land Division of Western Australia.

Dated this 15th day of March, 1926.

By the Court,

[SEAL] WALTER DWYER,
President.

AMENDMENT OF MOULDERS' AWARD.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 39 of 1926.

In the matter of an Award made on the 26th day of September, 1923, No. 39 of 1922, between the Federated Moulders (Metals) Industrial Union of Workers and the Minister for Works and the Minister for Trading Concerns; and in the matter of an application by the above-named Union for the Court to amend the said Award.

UPON hearing the application of Mr. F. W. G. Turner, on behalf of the applicant Union, and upon hearing Mr. C. A. Munt, on behalf of the Minister for Works and the Minister for Trading Concerns, and by consent of both parties, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 7 of Award No. 39 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed schedule.

Dated this 16th day of March, 1926.

By the Court,

WALTER DWYER,
[SEAL.] President.

The Schedule referred to.

FEDERATED MOULDERS (METALS).

AN Agreement made this sixteenth day of February, 1926, between the Minister for Works and the Minister for Trading Concerns of the one part, and the Federated Moulders' (Metals) Industrial Union of Workers of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 39 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say:—

IT IS HEREBY AGREED BETWEEN THE PARTIES:

(The dates shown in parentheses are the dates from which it is agreed such alterations shall operate.)

Hours.

1. Forty-four hours shall represent a week's work in lieu of 48 hours as prescribed in Clause 1 of the Award on the following conditions:—Such ordinary working hours shall not exceed eight hours on the first five days of the week and four hours on Saturdays. (2nd July, 1924.)

Overtime and Holidays.

2. Delete Subclause (a) and substitute in lieu thereof:—"All time worked outside of or in excess of the usual hours shall be paid for the first four hours after the usual stopping time, time and a-half, and thereafter double time, provided that employees called to start work within an hour and a-half of the usual starting time shall be paid at the rate of time and a-half until the usual starting time." (26th September, 1924.)

Delete Subclause (h) and substitute in lieu thereof. —"Employees having less than one year's continuous service shall, after one month's continuous service, be entitled to holidays in proportion as the length of service is to the full number of holidays for the 12 months." (26th September, 1924.)

Wages.

3. The minimum rate of pay shall, in lieu of the rate prescribed by Clause 3 of the Award, be 107s. 4d. per week of 44 hours.

It is also agreed—

(a) that the rate of pay is fixed on a weekly basis subject to the following condition, namely, that if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) that notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee was employed at an hourly wage.

(c) Paragraphs (a) and (b) are in conformity with existing practice, which will continue and be observed. (1st October, 1925.)

Add a new subclause to stand as 3 (a), as follows:—

"A leading hand means any tradesman placed in charge of three or more other tradesmen or of six other workers, and shall be paid as a leading hand. Leading hand tradesmen shall receive 2s. 6d. per day above the minimum rates specified in this Award for their respective trades." (26th September, 1924.)

Add a new subclause to stand as 3 (b):—

"Casual Hand: A casual worker shall mean one for whom work over a period of twelve consecutive working days, not counting holidays, is not provided by the employer.

"Casual Workers shall be paid 10 per cent. over the rate provided by the Agreement or Award for the particular workers' occupation." (26th September, 1924.)

Add a new subclause to stand as 3 (c):—

"Foreman: A foreman means an employee who is in charge of one or more leading hands, or who is directly responsible to the supervisor for preparing estimates of work or for the carrying out of work by other tradesmen.

Foremen shall be paid not less than five shillings per day above the minimum rates provided for tradesmen in the district in which they may be employed." (26th September, 1924.)

Add a new subclause to stand as 3 (d):—

"Arbitration Court's Basic Wage Determination. It is further agreed that the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this Agreement shall be automatically adjusted in accordance with such declaration."

Right of Entry to Works.

Add a new clause to stand as Clause 9:—

"On notifying the officer-in-charge any officer of the Union authorised in writing by the President and Secretary of such Union shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the employees in such place or premises: Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer-in-charge shall determine whether employees are being hampered or hindered in their work." (From date Agreement is signed.)

Shop Stewards.

Add a new clause to stand as Clause 10:—

"Subject to the recognition of properly constituted authority, shop stewards to be appointed by the Union shall be recognised by the management." (From date Agreement is signed.)

Preference of Employment.

Add a new clause to stand as Clause 11:—

"Preference of employment under this Award shall in all cases be given to members of the Federated Moulders' (Metals) Industrial Union of Workers." (From date Agreement is signed.)

Broken Shifts.

Add a new clause to stand as Clause 12:—

"Should any employee not be notified before leaving work that his services will not be required on the next day he shall be paid for that day if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two hours' pay." (26th September, 1924.)

Higher Duties.

Add a new clause to stand as Clause 13:—

"Any employee called upon to perform work carrying a higher minimum than his regular rate of pay shall be paid such higher minimum for the time actually engaged upon such higher work; provided that acting time less than twenty minutes in any one shift shall not be counted."

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the union to the court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th day of September, 1926.

Signed by the said Minister for Works.

ALEX. McCALLUM.

Witness—W. S. Andrew.

Signed by the said Minister for Trading Concerns.

ALEX. McCALLUM.

Witness—W. S. Andrew.

Signed on behalf of the said Federated Moulders' Metals) Industrial Union of Workers.

JAMES W. COOK,
President.

F. W. TURNER,
Secretary.

Witness—C. Gardner.

APPLICATION FOR INTERPRETATION.

(Award No. 4 of 1924.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 1 of 1926 (File 2810).

Operative Painters and Decorators' Industrial Union of Workers, Applicant.

12th March, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. W. E. Broderick appeared for the applicant.

Mr. L. L. Carter appeared for Barnett Brothers and Clarkson's, Limited.

Mr. Broderick explained that the hours in certain joinery shops had been reduced from 48 to 44 per week, and the hours for glaziers in such shops had also been reduced to 44 per week. The union desired to know whether, in view of this change, the 44 hours should apply to the shops of Barnett Brothers and Clarkson's, Limited.

The Painters' award provides: "The hours for glaziers shall be those prevailing in the shops where they are employed."

Mr. Broderick admitted that the hours prevailing in the shops of Barnett Brothers and Clarkson's, Limited, were 48 per week.

The PRESIDENT: The whole difficulty is that recently there has been some alteration in regard to the number of hours in various shops, such as Millar's and others, in town. You have new conditions obtaining, and if you wish to secure a variation of the award to meet those conditions, if you think there is reason for coming to the court, the award provides you with the necessary authority. After twelve months you can apply to the court for amendment or variation. That is really your remedy in this case.

BOARDS OF REFERENCE.

The following Boards of Reference were appointed by the court acting under the powers conferred upon it by Section 87 of "The Industrial Arbitration Act, 1912-1925."

Messrs. George Tuthill Wood (Chairman), John Joseph Elliott, and James Wakeling.

Matters to be determined.

1. What remuneration (if any), in addition to that prescribed by the said award inclusive of any alterations accepted by the parties and now in operation, should be paid to the following classes of workers, namely:—

(a) Shunters, including head shunters;
(b) Car and wagon examiners, including leading car and wagon examiners;
(c) Checkers;
(d) Guards;
(e) Number takers,

if and whilst engaged in any of the operations in connection with the conveyance of loose sulphur in bulk in railway trucks or other rolling stock, over railways from ships' sides at Fremantle wharf or any part thereof, to the North Fremantle railway yard and/or the works of—

(1) Mt. Lyell Superphosphate Company, Limited, at North Fremantle;
(2) Cuming Smith Proprietary, Limited, at Bassendean.

2. What special conditions of employment (if any) not already provided for should be conceded to such workers while engaged on such work.

Messrs. William Harold Melvin (Chairman), Evan Thomas, George Peters, James Joseph Kenneally, and Horace Loftus.

Matter to be determined.

Are the firemen to couple and uncouple locomotives at Fremantle passenger station.

The Boards have not yet delivered their findings.

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS.

The Court of Arbitration during the quarter ending 31st March dealt with the undermentioned Applications for Enforcement of Awards and Industrial Agreements. The decision of the Court is briefly stated, but any cases involving points of particular importance are fully reported.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
190/25	Engineer's Amalgamated Society. Coastal District Committee	Metters, Ltd. ...	Award No. 10 of 1923—Employing D. Ryan on the work of a furnaceman for the period ending 16th Oct., 1925, and not paying him the prescribed rate	Fine £1 and costs	17-3-26	For decision, *see* page 26.
187/25	Furniture Trades Industrial Union of Workers, The United	E. Cooper	Award No. 12 of 1921. Employing W. F. Trembath at less than the prescribed wage between 1st December, 1924, and 22nd Oct., 1925	Fine £5 and costs	10-3-26	
194/25	Do. do.	A. Mayrhofer & Co.	Award No. 12 of 1921—Employing R. V. Webb at less than the prescribed wage for the period ending 1st July, 1925	Fine £1 and costs	10-3-26	
196/25	Do. do.	Locke's Furniture Manufacturing Co.	Award No. 12 of 1921—Exceeding the number of apprentices allowed by the Award by employing C. W. Rhodes on chairmaking for the period ending 2nd November, 1925	Fine 1s. and costs	10-3-26	
220/25	Meat Industry Employees Union—West Australian Branch, Australasian	McIntosh, Fry & Mawley	Award No. 14 of 1922—Failing to keep a record of the hours worked by and the wages paid to Skinner, Junior, for the week ending 12th December 1925	Fine £10 and costs	11-3-26	
219/25	Do. do.	W. Need	Award No. 14 of 1922—Failing to keep a record of the hours worked by and the wages paid to Moysey, for the week ending 12th December, 1925	Fine £20 and costs	11-3-26	
226/25	Do. do.	F. Bohling ...	Award No. 14 of 1922.—Employing T. Bishop as an apprentice without the necessary number of journeymen employed to entitle him to an apprentice	Dismissed, costs disallowed	12-3-26	
225/25	Do. do.	J. Ewing	Award No. 14 of 1922.—Employing O. M. Monaghan at less than the prescribed wage. he not being a registered apprentice	Fine £5 and costs	12-3-26	
47/25	Do. do.	J. Anderson ...	Award No. 14 of 1922.—Failing to keep a record of the wages paid to and the hours worked by McNamara for the week ending 18th April, 1925	Dismissed with costs	16-3-26	For decision, *see* page 24.
48/26	Do. do.	do.	The same charge as 47/25, in respect to C. Morbuis	Fine £1 and costs	16-3-26	For decision, *see* page 24.
49-52/25	Do. do.	do.	Award No. 14 of 1922.—Allowing J. Pope, C. Kyrwood, J. Wilson, and O. Hanson, to be on premises on Easter Monday, April 13th, 1925, doing work not provided for in Clause 3 of Award. (4 cases).	Dismissed (Treated as Interpretation)	16-3-26	For decision, *see* page 25.
57/25	Do. do.	C. Kyrwood ...	Award No. 14 of 1922.—Working for J. Anderson on Easter Monday, 13th April, 1925, on work not provided for in Clause 3 of Award	...	...	Withdrawn, 16-3-26, in view of decision in App. Nos. 49-52/25
25/26	Do. do.	Nelson, D'Raine, Ltd.	Award No. 14 of 1922.—Failing to keep a record of the hours worked by D. Entwistle, for the week ending 6th February, 1926	Fine £5 and costs	16-3-26	
16/26	Painters and Decorators Industrial Union of Workers: Operative	City of Perth Gas Department	Award No. 4 of 1924.—Employing J. Irvine, P. W. Sach and J. Sievewright, on 20th and 21st January, at less than the prescribed rate	Fine 1s. and costs	16-3-26	On learning of underpayment arrears have been paid
15/26	Do. do.	J. Irvine	Award No. 4 of 1924.—Working for the Gas Department on 20th and 21st January, at less than prescribed rate	Fine 1s. and costs	16-3-26	
10/26	Do. do.	P. W. Sach ...	do. do. do.	Fine 1s. and costs	16-3-26	
9/26	Do. do.	J. Sievewright ...	do. do. do.	Fine 1s. and costs	16-3-26	

Enforcements of Awards and Industrial Agreements—continued.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
17/26	Painters and Decorators' Industrial Union of Workers, Operative	City of Perth Municipal Council	Award No. 14 of 1924.—Employing E. Parry and W. A. Chester, between 31st December, 1925, and 13th January, 1926, at less than the prescribed rate	Fine 1s. and costs	17-3-26	On learning of underpayment arrears had been paid
18/26	Do. do.	E. Parry	Award No. 4 of 1924.—Working at less than the prescribed rate from 31st December, 1925, to 13th January, 1926	Fine 1s. and costs	17-3-26	
14/26	Do. do.	W. A. Chester ...	do. do. do.	Fine 1s. and costs	17-3-26	
209/26	Plumbers and Sheet Metal Workers' Industrial Union of Workers (Fremantle Branch)—West Australian	F. Instone & Co. ...	Agreement No. 17/1925.—Paying Wm. Bateman at less than the prescribed rate for the week ending 10th September	Fine 1s. and costs	11-3-26	
210/26	Do. do.	do.	Agreement No. 17/1925.—Paying A. Hewitt at less than the prescribed rate for the week ending 24th September	Fine 1s. and costs	11-3-26	
169/25	Railway Employees' Industrial Union of Workers—W. A. Amalgamated Society of	Commissioner of Railways	Award No. 8 of 1921.—Bringing Head Shunter Wm. R. Searle of North Fremantle on duty on 7th March, and 9th April, 1925, with less than the prescribed period of rest, there being no occasion or emergency to warrant his so doing	Conviction recorded as regards 7th March. Dismissed as regards 9th April	19-2-26	As regards the charge re 7th March, the defendant contended that under Section 37 of the Government Railways Act the proceedings not having been taken within six months after the cause had arisen could not be entertained by the Court. This objection was overruled. For decision, *see* page 22.
170/25	Do. do.	W. R. Searle ...	Award No. 8 of 1921.—Coming on duty at North Fremantle on the 7th March, and 9th April, 1925, with less than the prescribed period of rest	do. ...	...	

Before H. J. Craig, Esq., Industrial Magistrate.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
2/26	Coach, Car and Rolling Stock Builders Industrial Union of Workers: The W.A.	Maher & Co. ...	Agreement No. 23/25.—Employing D. J. Hiller as a body-maker between 2nd October and 26th December, 1925, at less than the prescribed rate	Fine 5s. and costs and ordered to pay £26 7s. 11d., wages due	25-3-26	
27/26	Do. do.	do.	Agreement No. 23/25.—Employing apprentices in the Trimming Branch in a greater proportion than allowed by the Agreement	Fine £1 and costs	25-3-26	
28/26	Do. do.	do.	Agreement No. 23/25.—Employing Painters' labourers in a greater proportion than allowed by Agreement during week ending 5th February, 1926	Fine £1 and costs and ordered to pay £3, wages due	25-3-26	
21/26	Engineer's Amalgamated Society: Coastal District Committee	Saunders Bros. ...	Award No. 10 of 1923.—Failing to pay J. A. Airey the holidays due to him, he having worked for them from 6th August to 19th December, 1925	Fine 5s. and costs and ordered to pay 4¼ days pay	25-3-26	
191/25	Furniture Trades Industrial Union of Workers: The United	Hearn Bros. & Stead	Award 12 of 1921.—Employing J. A. Laidlow for a period ending 24th October 1925, at less than the prescribed wage	Dismissed with costs	22-3-26	
192/25	Do. do.	do.	Award No. 12 of 1921.—Failing to register J. W. Anderson as an apprentice or probationer between 1st August and 25th October, 1925	Fine 5s. and costs	22-3-26	
193/25	Do. do.	do.	Award No. 12 of 1921.—Employing C. Williamson at less than the prescribed rate	Dismissed with costs	22-3-26	
197/25	Do. do.	do.	Award No. 12 of 1921.—Employing P. Demamiel at less than the prescribed rate between 6th September, and 27th October, 1925	Fine £5 and costs and ordered to pay £16 12s. wages due	22-3-26	
195/25	Do. do.	The Loton Chair Works	Award No. 12 of 1921—Employing D. Vickers, as an apprentice in excess of the number allowed by the Award	Fine 5s. and costs	22-3-26	
22/26	Do. do.	Winchcombe & Brown	Award No. 12 of 1921.—Failing to register J. Alver as an apprentice to Cabinet-making Branch of the Trade on 15th August, 1925	Fine 5s. and costs	22-3-26	

Enforcements of Awards and Industrial Agreements—continued.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
23/26	Furniture Trades Industrial Union of Workers: The United	Winchcombe & Brown	Award No. 12 of 1921.—Failing to pay J. Alver, an apprentice for the period 25th December, 1925, to 1st January, 1926	Fine 5s. and costs	22-3-26	
222/25	Meat Industry Employees' Union—West Australian Branch — Australasia	A. B. Clancy ...	Award No. 14 of 1922.—Failing to keep a record of the numbers killed each day, and the amount of overtime, if any	Fine £5 and costs	24-3-26	
202/25	Painters and Decorators' Industrial Union of Workers—The Operative	C. V. Chapman ...	Award No. 4 of 1924.—Neglecting to keep a record of the time worked by his men between 23rd October and 13th November, 1925	Fine £5 and costs	24-3-26	
203/25	Do. do.	do.	Award No. 4 of 1924.—Employing T. Bilton at less than the prescribed wage between 1st May and 13th November, 1925	Fine 5s. and costs, and ordered to pay £91 11s. 8d. wages due	24-3-26	
32/26	Do. do.	Washing Bros. ...	Award No. 4 of 1924.—Employing W. Gulley on 26th February, at less than the prescribed rate	Fine 5s. and costs	24-3-26	
37/26	Railway Employees: W.A., Amalgamated Society of	Commissioner of Railways	Award No. 8 of 1921.—Failing to pay away-from-home allowance to Head Shunter C. H. P. Nind, between 14th July and 12th October 1925	...	...	Referred into Court as a matter for interpretation, 24-3-26.
38/26	Do. do.	do.	Award No. 8 of 1921.—Failing to comply with Clause 16 (*a*) in respect to Car and Wagon Examiner, M. Kenna, in relation to holiday pay due to worker for the year ending 30-6-1925	...	...	do. do. do.

APPLICATION FOR ENFORCEMENT.

(Award No. 8 of 1921.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 169 of 1925 (File 2747).

Charge.—Bringing Head Shunter William R. Searle, of North Fremantle, on duty on 7th March and 9th April, 1925, with less than the prescribed period of rest as provided in Clause 3, Subclause (1) of Award No. 8 of 1921, there being no occasion or emergency to warrant his so doing.

The Western Australian Amalgamated Society of Railway Employees' Industrial Union of Workers

v

The Commissioner of Railways.

20th November, 1925, and 2nd February, 1926.
Before Mr. Acting Justice Davies (President), Messrs. W. Somerville and O. L. Bloxsome.
Mr. C. Haynes appeared for the Union.
Mr. E. Thomas appeared for the Commissioner.

RESERVED DECISION.

(19th February, 1926.)

The PRESIDENT: The complaint in this case is that the Commissioner failed to comply with the provisions of Clause 3, Subclause (1) of Award No. 8 of 1921 inasmuch as it is alleged that on the 7th March and 9th April, 1925, he called one, William Searle, on duty as a shunter at North Fremantle before he had completed twelve hours off.

The subclause in question reads—

"(1.) Except in cases of emergency, unless due to regular rotation of shifts, no head shunter, shunter, or signalman shall be called upon to work more than ten hours continuously, or shall be called on duty until he has at least twelve hours off. In this clause the word 'emergency' shall not be construed to cover a mere increase of traffic which could have been foreseen and might reasonably have been provided for without encroaching on the twelve-hour rule."

At the outset Mr. Thomas, who represented the Commissioner, complained of the delay in bringing the proceedings. The application contained two charges, the earlier one, namely that laid as on the 7th March, had not been brought either officially or unofficially under the notice of the department until the lodgment of the application for enforcement on the 12th October, 1925, or upwards of eight months after the occurrence complained of.

In the matter of the second offence charged, some intimation was given to the responsible officials at North Fremantle at the time and inquiries were promptly made, and the Commissioner though not officially communicated with by the union had an opportunity of ascertaining precisely the facts under which the circumstances complained of arose, and those facts were placed before the court.

He suggested that the position on the first charge was, however, entirely different: no complaint of any kind having been made for eight months, no inquiries had been prosecuted and the departmental records afforded no detail explaining the circumstances, and he was in the position of not being able to call any evidence.

Under these circumstances he felt justified, in his opinion, in raising an objection to the proceedings, which, though he considered it was open to him in many cases brought by the union, he was reluctant to make use of. He contended that under Section 37 of the Government Railways Act the proceedings not having been taken within six months after the cause had arisen could not be entertained by the court.

Section 37 referred to provides (omitting irrelevant parts):—

(1) No action shall be maintainable against the Commissioner—

(a) for any loss or damage to or in respect of any goods received upon a railway . . unless the action is commenced within three months after its cause shall have arisen; or

(b) for any other cause unless the action is commenced within six months after its cause shall have arisen.

Argument upon this point on behalf of the union was deferred to enable counsel to reply, and on the 2nd instant Mr. Dunphy replied to the objection.

Whilst a couple of authorities define "Action" in such a way as to leave some doubt about the term having application to civil proceedings only, most of them, including Wharton, Stroud, Sweet and Brown, are definite in limiting the term to civil proceedings, criminal proceedings being more known as prosecutions. In interpreting statutes the rule is to give to the language used its ordinary popular meaning unless the context clearly indicates that the language under consideration has been used in some peculiar sense.

Here there is nothing to indicate that the word was used in any other than the popular one. On the contrary the first subsection clearly and specifically refers to one class of civil action, namely, one of tort, and other sections were referred to which clearly indicated that the term "action" was used in the sense of civil proceeding. The proceedings in this court by way of enforcement of an award have invariably been held to be quasi criminal and not civil, and this character is not, in my opinion, altered by the provision of Section 109, Subsections 11 and 12 of the Act of 1912, which exempt the Commissioner of Railways and the Crown from the ordinary consequence of such a proceeding when successful. The fact that it was found necessary to insert those subsections rather indicates that the nature of the proceeding was recognised as being quasi criminal.

Without traversing the various points urged by Mr. Dunphy, I find myself in accord with his contention that Section 37 of the Government Railways Act does not apply to enforcement proceedings in this court, and the objection raised by Mr. Thomas must be overruled.

The facts in the first charge showed that on 6th March Searle was rostered to come on duty on 7th March at 7 a.m., and that he did not sign off duty on the 6th until 9.30 p.m., and that a casual shunter named Carr was available for the duty on the 7th, having (it was first deposed by the witness called by the union) worked that shift during the five previous days. It was stated in evidence that there was no case of emergency warranting the action of the department. Under cross examination the witness referred to (Lewis) admitted after some discussion he was mistaken in stating that Carr was on duty during the five days preceding the 7th March, as the attendance book produced showed he was away during two of those five days, but the evidence that he was on duty on the 6th was supported, and it was asserted that Carr made some statement in the nature of a complaint about being booked off on the 7th.

On the second charge it transpired that the circumstances occurred during the Easter week and that on Wednesday, the 8th April, the day preceding that on which the cause of complaint occurred, the foreman shunter was off duty ill and two inspectors had been despatched from Perth to enable the work from the North Wharf to be carried on. The week was an exceptionally heavy one, in fact the station-master at North Fremantle deposed that it was the busiest time on record, there being an unprecedented amount of shipping at the North Wharf and cargoes of wheat, phosphates, sulphur, oil, butter, flour, and machinery had to be dealt with. The foreman shunters were usually employed, and they are required to be highly-competent. The senior foreman, Harburn, was off duty sick from the 4th to the 20th April, and the second foreman, Jeavons, was delegated to take Harburn's place, a guard from Perth having been procured to carry on Jeavons' duty. On his way to work on the 8th Jeavons took suddenly ill at Swanbourne and returned to his home. His absence was not known until 8 a.m., when the station-master arrived on duty. The head shunter was instructed to carry on and urgent telephonic requests were made to the Chief Traffic Manager's office at Perth, and two transport inspectors were despatched to take up the duties. They arrived during the morning. Attempts were made to procure experienced men to carry on the duty next day, but as the whole railway system in the metropolitan area was working at high pressure, considerable difficulty was experienced, especially as one experienced man who was deemed capable was found to be absent on leave and the services of another were available only from 2 p.m. on 8th April. Had either of those two men been available the cause of complaint would have been obviated. The difficulty about Searle became apparent and an attempt was made to rectify it to at least some extent by arranging for head shunter Drew to take over for the last hour of Searle's work at 9 p.m. until 10 p.m. on the 8th, but owing to unforeseen pressure on the wharf Drew's engine was not relieved until 10.30 p.m., and the proposed arrangement miscarried. The witness quoted other facts and times in support of his and the department's contention that this was the best arrangement which the department was able to make in the circumstances. The outcome was that Searle had to complete his original shift, 2.30 to 10.30 p.m.; and he came on again at 7 a.m. on the 9th.

It was suggested by the union witness that there were three shunters senior to Searle available for the duty entrusted to him on the 9th April, namely, Murray (head shunter), Easthope, and the witness Lewis.

This suggestion was answered by the Commissioner's evidence to the effect that had Murray been put on to act as foreman in lieu of Searle on the 9th, Searle would then have to take Murray's place and this would have resulted in his having less time off than he actually did have, and that outside of Searle and Murray there were no shunters in whom the responsible officer (the S.M. at North Fremantle) held sufficient confidence to handle the duties, bearing in mind the abnormal circumstances prevailing.

I do not think the suggestion was seriously contested that the S.M. should be the most competent judge of the capabilities of the various men and as to their suitability for the class of work prevailing at the time; and provided his discretion in selecting the most suitable person was exercised without bias there would be no ground for questioning his choice. In any event his was the discretion, and he exercised it. The fact that his selection did not coincide with Lewis's opinion may be unfortunate, but does not necessarily render him in the wrong. One cannot help entertaining a suspicion that the present proceedings are in no small measure due to the chagrin felt by Lewis by reason of the fact that a man who he considered was his inferior in rank and ability was selected for the work in preference to Lewis himself.

In the first instance complained of the only evidence before the court, unless totally disbelieved, impels the conclusion that an infringement of the clause took place. Notwithstanding the misstatement of fact relative to Carr having been on duty during each of the five days preceding the 9th, I do not think the court would be

justified in rejecting Lewis's evidence on the main point (Searle himself in the subsequent case really confirmed Lewis's evidence on the essential facts). That evidence being uncontradicted and a breach having been established, and the objection as to limitation by Section 37 of the Government Railways Act having been overruled, it remains for the court to decide what should be done in the case.

It was represented to us that the union regarded the cases as important, but as against that the omission to take action for upwards of eight months without even a complaint to the responsible officers, lessens the force which that assertion might otherwise carry. The explanation given to account for this delay—or the greater part of it—was that the practice of the union was to defer action until a number of complaints from various branches had accumulated and their endeavour to make one session of all. This may be a good practice within reasonable bounds, but if proceedings be delayed to the extent of the present ones the impression conveyed is that they are certainly not pressing matters and one cannot help feeling sceptical about their pressing importance.

On this portion of the complaint there will be a record of conviction only.

The incidents of the second complaint in my opinion justify the attitude taken by the Commissioner and bring him within the exception to the clause, namely, the facts do I think point definitely to the disregard of the provisions of Clause 3 (b) being due to a case of emergency, and this part of the application must therefore fail.

Mr. SOMERVILLE: I agree with both decisions.

Mr. BLOXSOME: I also agree with both decisions.

APPLICATION FOR ENFORCEMENT.

(Award No. 14 of 1922.)

Nos. 47 and 48 of 1925 (Files 2625 and 2626).

Charges:—Failing to keep a record of the wages paid to and the hours worked by a worker—McNamara—for the week ending 18th April, 1925.

Similar charge in respect to C. Morbius.

West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth,

v.

J. Anderson.

10*th March*, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. G. J. Keith appeared for the complainant union.
Mr. H. B. Jackson appeared for the defendant.

16*th March*, 1926.

RESERVED DECISION.

The PRESIDENT: Dealing firstly with the case of McNamara, as the court has decided to give separate decisions in each case, I find that on the particular day in question Mr. Keith found McNamara performing certain duties which are usually allocated to first shopman. On the other hand the evidence for the defendant is to the effect that McNamara is manager of the shop, that he has the right to employ and dismiss employees and to leave the shop when he likes, and he has all the responsibilities of a manager. The only evidence therefore before the court was that on this particular occasion he happened to be doing work usually done by a first shopman. In view of the fact that there is no evidence that he consistently and regularly does this work, and as, to use an old and homely saying one swallow does not make a summer, I find this charge not proved.

Mr. SOMERVILLE: I do not agree with the decision in the case of McNamara for the following reasons. In July of last year an exactly parallel case was decided by the court, and in delivering judgment the Acting President said, "Clause 13 of the award provides that the working hours of each worker shall be recorded in the book. I construe 'worker' in that setting to mean every employee who is employed for at least some appreciable space of time in doing the work attached to any of the classifications set out in the award." He then referred to a decision to the same effect as far back as 1909. The decision in the case last year was that the so-called manager should record his hours in the time book, and in my opinion the decision in this case should be to the same effect. McNamara may or may not have been a genuine manager, but the fact that he did some of the work attached to one of the classifications in the award makes him a worker governed by the award which requires his name to be inserted in the record book. No question of wages enters into this matter. The only important question is hours and starting time. If by cutting his business into sections an employer can secure the services of a worker in each section who would not be bound by the hours and starting time clause, he secures a very important advantage over his business competitors. While the proper observation of the starting time is important to the union it is of even more importance to the employer in securing fair competition. In my opinion McNamara should have recorded his hours in the record book.

Mr. BLOXSOME: I agree with the decision of the President.

Summons dismissed with costs.

The PRESIDENT: Dealing with the case of Morbius, these two cases of McNamara and Morbius were taken together, for convenience, and the parties agreed they should be dealt with together. But I find that different considerations apply in the case of Morbius to those in the case of McNamara. To refer to them, I do not think that because the evidence shows that on a particular occasion a manager does the duties usually attached to a minor position which has been specifically provided for in the award, he should necessarily, because of that, have his time entered in the record book. Doubtless it often happens to most of us when we go into a shop that things may be very busy, or for some other reason, the manager may come to attend to us and supply our wants. In a case like that it is not necessary that the manager should enter the time during which he performs those functions in the time book. In the case of Morbius it is admitted that consistently and regularly he does certain work which is properly the work of a smallgoodsman. The evidence also is that Morbius is a manager. Now, qua manager, it is not necessary for Morbius to enter his time and other particulars in the record book, but qua smallgoodsman he should do so for the very reason that he does the work regularly and as a matter of course apparently in the ordinary course of his duties. I am of the opinion that if the manager of the shop, or the supervisor, or the foreman (it does not matter what name or term you apply to him) in addition to his duties as manager, supervisor or foreman, also during some period of his time and as a regular part of the functions of his office or otherwise does consistently duties which are specially

marked out, and earmarked, and adopted in an award, then during the time he does those duties he is subject to the provisions of the award, and his name should appear in the record book and his time and other particulars should be entered. In this case I find the charge proved.

Mr. SOMERVILLE: I agree with the decision in this case, and the only distinction I see between this case and that of McNamara, is that Mr. Morbius acted more frequently in breach of the award than did Mr. McNamara.

Mr. BLOXSOME: I do not agree with the decision in the case of Morbius. He in my opinion is the manager of the smallgoods branch, and therefore is not subject to the provisions of this award. The owner of a business who is an employer is undoubtedly outside of the scope of an award applicable to his workers, and he can do any of the work in connection with his business without reference to the conditions prescribed in an award. The working owner may wish to retire from active participation in his business and put a manager in his place, as undoubtedly he has a right to do, and such manager in my opinion could properly exercise all the rights and privileges of the owner so far as the award is concerned. In this case the court, I think, only has to satisfy itself as to whether in fact Morbius was a manager and exercising all the powers of a manager, and the evidence of this point is conclusive, and therefore I consider that no breach of the award has been committed.

Mr. JACKSON: I should like to say, if any fine is to be imposed, that the circumstances show there is no deliberate flouting of the award, and it should only be a nominal one. The view taken of the evidence is that this man was managing, but the court holds that he does other work qua that. I think the evidence should have satisfied the court that the awards are respected by Mr. Anderson.

Mr. KEITH: If Your Honour takes any notice of the remarks of Mr. Jackson I may say that Mr. Anderson on various occasions has told me personally that there was no reason why Morbius should not appear in the time book, but in fact they did not put him in. In the opinion of the union this has been a deliberate attempt to defeat the ends of the award.

The PRESIDENT: We have considered the whole of the circumstances and have decided to impose a penalty of £1 and costs. In view of the remarks that have fallen from the majority of the bench, whenever a supervisor, manager or foreman exercises other functions specifically provided for in the award and we may say docketed and put into watertight compartments, whilst he performs those duties he is subject to the provisions of the award. As far as the time book and the record are concerned, qua manager it is common ground that there is no necessity to have him in the time and wages book, qua first smallgoodsman or first shopman, when his duties are performed regularly his time must be recorded. When this matter was before the court previously an inquiry was made by Mr. Keith as to whether one employer could not proceed in this court against another employer for a breach of the award. Mr. Somerville has kindly looked specially into the Act and ascertained the particular section which bears on that matter. Section 97, Subsection 2, says, "If any party or person on whom the award is binding commits any breach thereof by act or default, then, subject to the provisions of the last preceding paragraph thereof, the registrar or any industrial inspector or any employer or industrial union or association bound by the award may, by application in the prescribed form, apply to the court for the enforcement of the award." It is therefore competent under this provision for an employer to take proceedings.

APPLICATION FOR ENFORCEMENT.

(Award No. 14 of 1922.)

Nos. 49, 50, 51 and 52 of 1925 (Files 2627-30).

Charge:—Allowing J. Pope, C. Kyrwood, J. Wilson and O. Hansen to be on the premises and work on Easter Monday, 13th April, 1925, on work not provided for in Clause 3 of Award No. 14, of 1922.

West Australian Branch Australasian Meat Industry Employees Union, Industrial Union of Workers, Perth.

v.

J. Anderson.

10th March, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. G. J. Keeth appeared for the complainant Union.
Mr. H. B. Jackson appeared for the defendant.

16th March, 1926.

Reserved Decision.

The PRESIDENT: In this group of cases, the union sued the defendant, Mr. Anderson, for allowing certain employees to be on the premises and working on Easter Monday, 13th April, 1925, doing work not provided for in Clause 3, that is, doing their ordinary work. These cases were grouped together and taken as an application really for the interpretation of Clause 3 and the clauses associated with it, namely, the interpretation of Section (b) of Clause 4 and associated section Clause 3. Subsection (4) is a section of the award dealing with holidays. In subsection (a) certain days are mentioned. New Year's Day, Good Friday, Anzac Day, etc., and the award goes on to say that no work shall be done on these days and no deduction made from wages in respect thereof subject to Clause 3. These are close or strict holidays. No work must be done. Then subclause (3) goes on to provide for Easter Monday, Picnic Day, and Royal Show Day. These the award says shall be holidays without pay unless worked, and then it goes on to say, "subject to Clause 3." On these days work may be performed only up to 8.30, and shall be paid for at double *pro rata* rates with a minimum of two hours' pay at double rates. On this particular day duties were performed by the employees mentioned at an earlier hour than 8.30 a.m. The court has considered the interpretation of this clause, and we are of unanimous opinion that in these cases no breach has been committed. In other words, to interpret the clause on the specific cases before us, and not going outside of them, it is permissible and the award allows on its plain wording that ordinary work can be done on these special holidays prior to 8.30 a.m.

Mr. SOMERVILLE: I agree with the decision, and before explaining my reasons, I would like to touch on a point raised by Mr. Jackson at the conclusion of the hearing, where he voiced an objection to the court referring to the records dealing with the case when the award was made, when interpreting the award. I think it would be wrong if the court were to set any such limitation on its actions in the case of any award where after examination the intention was not perfectly clear. Acting in conformity with that idea, I examined the records which led up to this award, and I am satisfied the intention of the court was that on the three days mentioned in 4 (b) ordinary work might be done up to

8.30 a.m., provided that a minimum of two hours at double time was paid. This construction is quite consistent with the recognised policy of the court to grant 12 days holiday per year, with some three further days —Foundation Day was not mentioned in the minutes instead of Picnic Day—which were without pay unless worked, and in every award in which a similar provision is made, no limitation is placed on how much of them shall be worked. The decision we have given is consistent with the plain intention of the award, and with many awards dealing with the same point.

Mr. BLOXSOME: I agree with the decision delivered by the President.

Mr. JACKSON: I take it there will be no order as to costs.

The PRESIDENT: No, there will be no order as to costs.

Mr. KEITH: There is another case in connection with Kyrwood.

The PRESIDENT: Yes, we overlooked that for the time being.

Mr. KEITH: In view of the decision in Pope's case and the other cases, and as this case is exactly the same, with the court's permission, I am prepared to withdraw it.

The PRESIDENT: The summons may be withdrawn.

APPLICATION FOR ENFORCEMENT.

(Award No. 10 of 1923.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 190 of 1925 (File 2770).

Charge:—Employing D. Ryan on the work of a furnaceman during the period ending 16th December, 1925, and not paying him the rate prescribed in Award No. 10 of 1923 for that class of work.

Coastal District Amalgamated Society of Engineers' Industrial Association of Workers

v.

Metters, Limited.

12th March, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. H. V. Symons appeared for the complainant.

Mr. L. L. Carter appeared for the defendant.

17th March, 1926.

Reserved Decision.

The PRESIDENT: In this matter the Coastal District Committee Amalgamated Society of Engineers' Industrial Union of Workers have taken proceedings against Metters, Ltd., in Subiaco, in respect of a breach of the award alleged as follows, that the Company employed D. Ryan in the work of a furnaceman during the period ending 16th October, 1925, and did not pay him the rate prescribed in the award for that class of work.

Now, in support of these proceedings Mr. Symons called in evidence William Boyle who was designated in the books of the Company as a furnaceman, and also an expert who had a large experience in the work associated with furnaces in the person of Mr. Mooney, and also this man D. Ryan himself.

Now, Boyle, the furnaceman, in his evidence said that he leaves the top of the furnace after he has charged it up, that is a preliminary charging. Then he says that during the process of the charging he leaves the top of the furnace and goes to the bottom and he takes up a pencil and paper and goes to the moulders and gets from each of them the weight of his cast. He totals these up and reports to the foreman moulder. He then remains at the bottom of the furnace to do the tapping. Ryan comes along to take his place at the top and he tells Ryan the cast to go on. He was asked:—

> When you are working at the bottom of the furnace Ryan takes your place at the top?—Yes.
>
> Take an average cast, how much metal would be put through that furnace?—An average cast for the fortnight would be four tons.
>
> Who puts the rest of that charge, 2 tons 4 cwt., in the furnace after you have left it?—Ryan.

He also says that when he (Boyle) leaves the top of the furnace he is not responsible for the furnace, and he does not interfere in any way with the person who is there on top of the furnace; in this case, the man Ryan. Again he was asked:—

> He (Ryan) would require a knowledge of qualities so as to put the right proportions in the furnace?—Yes. He would have to know which was soft iron and which was hard.
>
> And the whole responsibility after that would fall on Ryan?—I presume it would.
>
> At any time after you had left the top of the furnace and the foreman comes to you and wants to know the quantity of iron in the furnace?—I would have to refer him to Ryan or get the information from Ryan.

There are several other portions of his evidence which I have marked. They all go to show that when Boyle leaves the furnace in—if I may use the term—an incomplete condition, and goes down below to do what is technically termed tapping, the responsibility devolves upon Ryan, who is on the staging, to attend to the furnace. Now, Mr. Mooney was called as an expert, and stated he had considerable experience as regards furnaces. His evidence is as regards a furnace such as Metters—leaving out the larger furnaces—that they are mutually worked by a furnaceman who has charge of the charging of the furnaces, and of course remains on the top to attend to that portion, supervising there, and another man who deals with a separate part of the furnace subdivision of this trade. This man is the tapper, but the tapper's duties are frequently performed, Mr. Mooney says, by the foreman moulder. Now, Mr. Hall states that this furnace is a unique furnace, and inferentially that the tapping could be done by the furnaceman, though it is rather difficult to see how the furnaceman can do the tapping work except he could be in two places at the one time, which is, of course, a matter of impossibility.

But Mr. Hall, while he says the furnace is a unique one, gives further evidence which scarcely squares with that. He says until he made an alteration some 18 months ago, or perhaps a bit more, that that furnace was working in exactly the same way Mooney said was the usual custom to work that furnace, namely, Boyle was there as a furnaceman, and then there was a tapper. He found there had been some differences between the tapper and the furnaceman, mutual recriminations, so apparently he thought he would improve things by adding to the duties of the furnaceman the duties of the tapper, and that has continued until this case.

In my opinion Boyle's evidence is absolutely conclusive of this fact, that Ryan, while on that platform and attending to the supervision of the furnace is doing the duties of a furnaceman, and that when Boyle leaves the top of the furnace and goes down below to do the tapping. he is doing the work which is the work of a tapper

properly so called, or the work of a foreman moulder. That being my opinion, after careful perusal of the evidence, I find that a breach has been established and a charge proved. There is a further matter in connection with an application by Mr. Symons that I will deal with in a few minutes, as the other members of the court might perhaps desire to express their opinion.

Mr. SOMERVILLE: I agree with this decision. The case is of a fairly common kind. The employer has taken a portion of the duties in a common vocation and allotted them to a worker, and proceeded to persuade himself that because the worker does not do all the duties attached to the vocation he is not entitled to the award for that vocation. If such a process were permitted, no minimum would be free from attack, because in all callings, even the most highly skilled worker has to do certain duties which are not as highly skilled as others. The court has held in previous cases that if a worker has performed the work usual to a vocation he must be paid the minimum for the vocation, even if the work done is not of the highest skill. This decision merely continues that principle.

Mr. BLOXSOME: I disagree with the decision arrived at in this case. The award provides a rate of pay for a furnaceman, and another award, a lower rate of pay, for a furnaceman's assistant. There is no definition of a furnaceman in the award, nor any particular duties assigned to him, but the natural and commonsense meaning of the term furnaceman, as distinguished from his assistant, is a man who has charge of and superintends a furnace, and he should be allowed to carry out that duty and continue it or not with any of the manual labour in connection with the furnace just as he pleases. In this case the furnaceman Boyle, at one time superintended the running of the furnace from the top stage or charging platform, and also did some of the work necessary to keep the furnace charged with pig iron, scrap, and coke in their correct proportions. This system of working the furnace was found to be unsatisfactory as Boyle was unable to properly superintend the running of the furnace from his position on the charging platform, and consequently a change was made and Boyle superintended the running of the furnace from the floor and did the tapping, and that method of work has proved to be quite satisfactory, as Boyle from his position on the floor is now able to efficiently superintend the operations of the furnace and avoid the troubles that arose when he attempted to carry out his duties from the charging stage.

When furnaceman Boyle left the charging stage he instructed an assistant to shovel in the charge in the proportions necessary for the class of metal required, and the decision of this court is that because the furnaceman's assistant did that particular class of work he must therefore be paid the rate of pay the award prescribes for a furnaceman.

In my opinion, a furnaceman can do, or not do, any of the manual labour required in connection with a furnace and he is at liberty to consign any particular class of such labour to one of his assistants without committing any breach of the award, and no assistant, just because he carries out any particular duty under the instructions of a furnaceman, can therefore claim the rate of pay prescribed by the award for a furnaceman.

The decision of the court in this case is one of great importance to employers, as it would appear that in future awards it will be necesary to define the particular duties permissible to the various classifications, as otherwise, however conscientious an employer may be in his application of the letter and spirit of an award, he may not be able to avoid being prosecuted, fined and mulcted in heavy costs for retrospective pay for a period of possibly 12 months.

In this case I am confident that the employer, Metters, Ltd., had no intention whatever of committing a breach of the award, and in fact did not do so, but understood, as any other engineering firm would, that the award allowed the furnaceman to superintend his furnace from anywhere he pleased, and to allocate to his assistants any of the labour necessary to the operations of the furnace, without thereby turning a furnaceman's assistant into a furnaceman and giving him the right to claim a furnaceman's rate of pay.

Penalty: £1 and costs.

The PRESIDENT: Mr. Symons also made application at the conclusion of the evidence of this case for payment, if a conviction were established, under Section 97 (5) of the Act. This portion of the Act is a new departure. It is an advance on what is provided for under the old Act, and the Court considers that in the interest of all parties it would be as well to lay down some general principles for their guidance.

Under the old Act the court had the right to allocate portion of the fine or penalty to be paid to the person or party who was aggrieved or who suffered some loss of wages, and that power of the court was only on rare occasions, so far as I am aware, exercised. Therefore under the old system the worker proceeded by summons in the Police Court or Local Court usually to recover the balance of wages due to him, that is, what he should have been paid if paid in accordance with the award; and it is easy to see how this system must lead to a multiplicity of proceedings, of no benefit to the worker and harassing to the employers. That it no longer necessary in the ordinary case. Under this new provision of the Act, although the old remedies are still open to the worker, who can still sue in the other courts for his wages or the balance of his wages, as the case may be, he has this advantage—that the addition recently made to the Act will obviate the necessity for those proceedings in most cases. The Act provides that, "The Court may, in addition to imposing a penalty for breach of an award, order that any party liable shall pay to any worker the difference between the amount paid and that which should have been paid under the award; and the penalty imposed shall be deemed to be increased by the amount so ordered to be paid, and such amount may be recovered accordingly."

It is obvious that this court, or any court, cannot impose, nor would it be just to impose, a penalty on the defendant for payment of a sum of money unless there is evidence before the court as to the amount claimed to be due. That amount must be established by evidence, and the defendant must be given an opportunity to question the amount so claimed and call evidence if necessary in relation to the same. It is also obvious that the plaintiff, in respect of breaches of award, whilst alleging that the breach has been committed, say, for any particular week, may indirectly involve breaches for many other weeks, in respect of which separate charges could be made and proceedings issued for each distinct breach. Now, if the court were to rule that it could award the difference referred to under Subsection (5) of Section 7 only in respect of the particular breach before it, which would usually involve consideration of merely one particular period of a weekly or daily service, such would lead to a multiplicity of proceedings which would unduly and unnecessarily take up the time of the court, and at the same time be most harassing to the defendants. The court, therefore, rules for the convenience of the parties that in any proceedings for enforcement where it is the intention to apply to the court for payment of moneys in pursuance of Subsection (5) of Section 97, when the complaint is made there should be annexed to such complaint a statement of the amount claimed to be

due, and particulars of how the same is made up, thus enabling the defendant in each case to ascertain what case he has to meet beforehand, and placing him in a position to call any evidence he may deem necessary to oppose the claim or lessen the amount.

So much for the general procedure which it would be wise to adopt in future in case a claim is made under Subsection (5) of Section 97.

As regards the present case, the only evidence before the court is that during one particular week a breach of the award was committed, and one, David Ryan, received a lesser amount than he was entitled to under the award. On the evidence before it the court can only award the difference between the amount actually paid and that which should have been paid for that particular week. This, however, will not deprive Ryan of the full amount to which he is entitled under the subclause referred to. It is still open to the union to institute proceedings for every week during which a deficient amount was paid, or, alternatively, under the procedure laid down above, to institute proceedings in respect of one week, and to add a claim for the total amount due to David Ryan in respect of deficient pay during the whole period when he worked as furnaceman.

However, in view of the decision of the court that a breach has been committed, it should scarcely be necessary to institute further proceedings, that is if the same facts are involved, as it should be an easy matter for the parties to meet and assess by agreement, now that the court has delivered its decision, the amount which should be paid. It is also, of course, still open to Ryan to institute proceedings in other courts for the balance of wages due to him.

The order under Section 97, subsection (5), in this case will therefore be as follows, that the court doth order that the defendant pay to D. Ryan the sum of 12s., being the amount of deficient pay for the week in question.

Mr. SOMERVILLE: I should only like to add to what His Honour has said a word or two stressing the importance of the pronouncement just made from the point of view of both worker and employer, and I hope the organisations on both sides will make a special effort to have it widely known.

Mr. BLOXSOME: I agree with the pronouncement made by the President. I think it will be for the benefit of both parties that in enforcement cases in future, where retrospective pay is involved, the full amount claimed should be set forth so that the respondent in the case may know exactly what the liabilities are, and have an opportunity of bringing evidence either to disprove the claim altogether or any portion of the amounts claimed.

Mr. SYMONS: There is one question I should like to ask. I have several cases lodged at this court now, and I should like to know if you would give me directions as to what I had better do about advising these people. Would a letter be sufficient?

The PRESIDENT: I suggest that you leave a copy with the court and serve a copy of the letter on the parties, saying that at the hearing of the cases you intend to claim a certain amount made up as follows, and then mention the particulars and details of how it is made up. By that means you will make the other side aware of the full claim, and give them an opportunity of contesting it.

Mr. SYMONS: And write a letter to the court saying what I intend to do.

The PRESIDENT: Yes. The court must also have the particulars before it.

COMPULSORY CONFERENCE.

INDUSTRIAL ARBITRATION ACT, 1912-1925.

In the matter of an Industrial Dispute between Midland Railway Employees' Industrial Union of Workers; Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers; Federated Society of Boilermakers and Structural Iron and Steel Workers Coastal Districts, W.A.; and the Federated Moulders (Metals), Perth, on the one part, and Midland Railway Company of W.A., Limited, of the other part.

WHEREAS an industrial dispute arose between the abovenamed parties which on the 5th December, 1925, resulted in a suspension of work; and whereas on the 7th December, 1925, on the application of Joseph James Poynton, manager for the said company, I, as President of the Court of Arbitration, acting under the powers conferred by Section 120 of the said Act, convened a conference of the representatives of the parties concerned in the said dispute; and whereas the said conference took place at the Arbitration Court, Perth, on the 7th, 8th, 9th, and 11th days of December, 1925, on which latter date it was adjourned *sine die*; and whereas on this 26th day of January, 1926, the conference was resumed in the presence of persons representing all the various parties affected, who reported a settlement of the said dispute, and the attached document duly executed by the said parties and identified by my signature in the margin thereof, was presented to me and vouched by all the said representatives as embodying terms of settlement arrived at and so terminating the dispute referred to. Now I, as President of the said Court of Arbitration, do therefore sign this memorandum, to which is annexed the said terms of settlement setting forth the matters upon which an agreement has been reached and the terms and conditions agreed upon, which memorandum, together with the annexure referred to, and which is to be understood as forming part hereof, I do forward to the Clerk of the Court of Arbitration with a direction that same shall be filed by him in accordance with Section 120, Subsections (5) and (6), of the said Act.

Dated this 26th day of January, 1926.

T. F. DAVIES,
Acting President Court of Arbitration.

Terms of Settlement.

In the matter of a dispute between the Midland Railway Company of W.A. and the following Unions: The W.A. Midland Railway Employees' Industrial Union of Workers, the Amalgamated Engineering Union, the Boilermakers' Society, and the Moulders' Union.

1. The Midland Railway Company and the undermentioned Unions whose representatives are signatories hereto agree to the following clause being inserted in all future industrial agreements covering the company's employees, and this clause shall be substituted for any clause relative to alterations or additions in each existing agreement.

2. If during the currency of an award or agreement between the company and the union or unions representing its employees any alteration or addition to an existing award or agreement between the Commissioner of Railways and a union or unions representing his employees is agreed upon, the union shall notify the company within ten days after any alteration or addition has been agreed upon, and such alteration or addition shall automatically apply to the employees of the company from the same date as it applies to the employees of the Commissioner, provided, that should the company

within 21 days of any such alteration or addition being made, notify in writing the union or unions concerned that the company objects to being bound by such alteration or addition, and within the same period of 21 days submits the question or questions involved for the decision of the Court of Arbitration, the question of whether the company shall be bound by such alteration or addition shall be subject to the determination of the Court, whose decision, if in the affirmative, shall operate as from the date the alteration or addition became operative in the Government railway service.

3. It is mutually agreed by the undersigned that when future agreements are being negotiated the following representatives shall be given an opportunity of being present:—

(1) Officers' Agreement.—Representatives of the following: the Company, the Midland Railway Union, and the R.O.U. of W.A.

(2) General Agreement.—Representatives of the following: the Company, the Midland Railway Union, the W.A.A.S. of R.E., and representatives of the Iron Trades.

(3) Loco. Agreement.—Representatives af the following: the Company, the Midland Railway Union, and the W.A.L.E.D.F. & C.U.

T. F. DAVIES,
Acting President Court of Arbitration, W.A.

26th January, 1926.

Signed on behalf of the—

Midland Railway Company of W.A., Ltd., in the presence of—
A. J. Brown.
J. J. POYNTON,
General Manager.

Midland Railway Employees' Industrial Union of Workers, in the presence of—
Jas. Brown.
W. J. BRUCE,
President.
JAS. BROWN,
General Secretary.

Acknowledged in my presence—
T. F. DAVIES.

Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, in the presence of—
Jas. Brown.
H. BALINSKI,
President.
S. FAULL,
General Secretary.

The Boilermakers' Society, in the presence of—
Jas. Brown.
E. A. JACKSON,
President.
J. H. MILLER,
General Secretary.

The Moulders' Union, in the presence of—
Jas. Brown.
JAMES W. COOK,
President.
F. W. TURNER,
General Secretary.

Dated this 17th day of December, 1925.

BASIC WAGE INQUIRY.

"The Industrial Arbitration Act, 1912-1925," Section 121 (1) provides that—

Before the fourteenth day of June in every year the court, of its own motion, shall determine and declare—

(a) a basic wage to be paid to male and female workers; and

(b) wherever or whenever necessary, differential basic rates to be paid in special or defined areas of the State.

On the 8th February, 1926, the court held a sitting to decide the procedure to be adopted in conducting the inquiry.

The court has sat, subsequently, on various occasions and heard evidence submitted by Mr. F. S. Andrews, representing the W.A. Employers' Federation Incorporated and associations affiliated therewith; Mr. E. H. Barker, representing unions affiliated with the Australian Labour Party (W.A. Branch), and other persons.

The inquiry is still proceeding.

APPRENTICESHIP BOARD—BUILDING TRADE.

"The Industrial Arbitration Act, 1912-1925," Section 125, provides, *inter alia*, for the establishment of an Apprenticeship Board to which apprentices in the building trade shall be indentured, and for the definition of the term "building trade."

On the 30th March the court issued an invitation to the Master Builders and Contractors' Association, a number of builders not members of the Association, the W.A. Employers' Federation, the Building Trades Joint Executives' Association, and various unions to attend a sitting of the court to be held on the 7th April, 1926, to consider the question of the particular trades to be included in the definition of the term "building trade" for the purpose of the section, and any other matters in connection therewith.

CANCELLATION OF APPRENTICESHIP.

The Court of Arbitration during the quarter ending 31st March, 1926, dealt with the undermentioned application for cancellation of apprenticeship under Section 126 (7) of "The Industrial Arbitration Act, 1912-1925":—

App. No.	Applicant.	Decision.	Date of Decision.
24/26	Abbott & Rich ...	Application granted for the cancellation of the apprenticeship of James Gann, to the Painting Trade	22-2-26

CARPENTERS—METROPOLITAN.

(Registered 6th January, 1926.)

No. 1 of 1926.

THIS Agreement made in pursuance of "The Industrial Arbitration Act, 1912," this 17th day of December, One thousand nine hundred and twenty-five, between the Master Builders and Contractors' Association Industrial Union of Employers; Millar's Timber and Trading Company, Limited; Whittaker Brothers; Bunning Brothers, Limited; A. Douglas Jones and

Company, Limited; Mount Lyell Chemical Works, and Cuming Smith and Company Proprietary, Limited (hereinafter called "the Employers"), of the one part, and the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers (hereinafter called "the Union"), of the other part: Whereas by an agreement entered into in pursuance of the said Act between the employers of the one part and the union of the other part (the union in such agreement being referred to as "the Amalgamated Society of Carpenters and Joiners of Australasia Industrial Union of Workers (Perth Branch), bearing date the thirteenth day of November, One thousand nine hundred and twenty-three, and registered in the Court of Arbitration number 15/1923, the rates of wages and other the terms and conditions of employment of certain workers employed by the employers were determined and agreed upon; and whereas certain differences have arisen between the employers and the union concerning certain of the terms of the said agreement; and whereas it has been mutually agreed between the parties that such differences shall be settled in manner hereinafter appearing: Now this agreement witnesseth that in consideration of the premises the parties hereto mutually covenant and agree the one with the other as follows:—

1. From and after the date hereof the said recited agreement of the thirteenth day of November, One thousand nine hundred and twenty-three, shall be deemed to be amended in the respects following, that is to say:—

(a) All the words from the words "the minimum rate of wage," at the beginning of clause 1 to the words "Journeymen carpenters and journeymen joiners," at the ending of the second paragraph thereof inclusive, shall be deleted and the following words inserted in lieu thereof:—

"The minimum rate of wage payable to any carpenter or joiner shall be :—

1. (a) When employed in shops or mills—2s. 6d. per hour.
   (b) When sent out to fix or erect work in, on, or about buildings which has been made in such shops or mills—2s. 6d. per hour.

2. When employed on building construction other than the abovenamed—2s. 7½d. per hour."

The above rates shall be inclusive of the holiday and tool allowances hitherto provided for, and no claim shall be made by the union for such allowances.

(b) Clause 4 shall be deleted and the following clause inserted in lieu thereof:—

"Country Work.—When any worker is sent by his employer or is engaged by his employer to go to a job at such a distance that he cannot return to his home each night, unless the employer shall provide board and lodging, he shall be paid in addition to his regular wages 6s. per day for the first seven days and 30s. per week thereafter. The employer shall pay all fares and travelling time. Provided that such travelling time shall be limited to eight hours in any one day. The employer shall also provide free transport for the employee's tools."

(c) Clause 5 shall be deleted and the following clause inserted in lieu thereof:—

"Hours.—44 hours shall constitute a week's work. Such hours shall be worked as follows:—On the first five days of the week between 8 a.m. and 5 p.m. and on Saturdays between 8 a.m. and 11.45 a.m. Provided that the lunch interval on each Friday shall be restricted to 45 minutes."

(d) Clause 20, subclause (i) shall be deleted and the following clause shall be inserted in lieu thereof:—

"The minimum wage payable to an apprentice shall be:—

During the first year of his term—17s. 6d. per week.
During the second year of his term—23s. per week.
During the third year of his term—37s. per week.
During the fourth year of his term—55s. per week.
During the fifth year of his term—70s. per week.

Provided, however, that such rates shall not apply to apprentices employed by any of the employers at the date hereof."

2. Subject to these presents (which are intended to be supplemental to and read as one therewith) the said recited agreement and the provisions, conditions, and stipulations thereof shall continue and remain in full force and effect and be otherwise unaffected hereby, and nothing herein contained shall in itself operate to reduce the wage of any worker who is at present receiving above the minimum rate herein prescribed.

As witness the hands of the parties hereto the day and year first before written.

Signed for and on behalf of the Master Builders and Contractors' Association Industrial Union of Employers, in the presence of,—
M. H. J. Otto.

P. BARRETT,
Secretary Master Builders and Contractors' Association Union of Employers.

Signed for and on behalf of Millars' Timber and Trading Company, Limited, in the presence of,—
O. S. Burge.

Millars' Timber and Trading Company, Limited.
J. AINSLIE,
Manager.

Signed for and on behalf of Whittaker Brothers, in the presence of,—
J. D. Whyte.

S. J. McGIBBON,
Receiver and Manager for Whittaker Bros.

Signed for and on behalf of Bunning Brothers, Limited, in the presence of,—
G. Parker.

Bunning Brothers, Ltd.
ROBERT BUNNING,
Director.

Signed for and on behalf of A. Douglas Jones and Company, Limited, in the presence of,—
Norman W. G. Dodd.

For and on behalf of A. Douglas Jones & Co., Ltd.,
E. O. OSBORN,
Manager.

Signed for and on behalf of Mount Lyell Chemical Works, in the presence of,—
V. B. Mursell.

Mount Lyell Chemical Works,
R. M. TELFORD,
Manager for W.A.

Signed for and on behalf of Cuming Smith and Company Proprietary, Limited, in the presence of,—
V. B. Mursell.

B. PERRY,
Local Manager.

The Common Seal of the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers was hereto affixed, in the presence of,—

J. DENT,
(Seal.) President.

E. KETTERER,
Secretary.

Witness: W. M. Cook.

WHEAT BAGGING, ETC., NORTH WHARF, FREMANTLE.

(Registered 6th January, 1926.)

No. 2 of 1926.

THIS agreement, made in pursuance of "The Industrial Arbitration Act, 1912," the fifth day of January, 1926, between John Darling & Son, Louis Dreyfus & Company, The Westralian Farmers, Limited, and Dalgety & Company, Limited (hereinafter called "the Employers"), of the one part, and Australian Workers' Union Westralian Branch Pastoral and Agricultural Industrial Union of Workers (hereinafter called "the Union), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Area.*—This agreement shall cover and apply to all work of the nature hereinafter mentioned performed on or about the North Wharf, Fremantle.

2. *Scope.*—This agreement shall apply to workers engaged in the handling and bagging (including sewing and stencilling) of wheat other than lumping.

3. *Hours.*—Forty-four hours shall constitute a week's work. Any work performed in excess of those hours shall be classified as overtime. The hours of work shall be 8 a.m. to noon and 1 p.m. to 5 p.m. on the first five days of the week and 8 a.m. to noon on Saturdays.

4. *Wages.*—The minimum rate of wages payable to all workers shall be two shillings and sixpence per hour.

5. *Overtime.*—

Meal hours—Double time.
6.30 p.m. to 12 midnight—Time and a half.
Sundays and all stated port holidays—Double time.
Twelve midnight to 6.30 a.m.—Double time.
All work done on Saturday afternoons shall be paid for at time and a half up to midnight.

6. *Preference.*—Preference of employment, all things being equal and where practicable, shall be given to members of the union.

7. *Term.*—This agreement shall come into operation from the date hereof and shall remain in force for a period of two years from such date. Provided, however, that any party hereto may at the expiration of twelve months from the date hereof make application to the Court of Arbitration for a variation of any of the terms hereof.

In witness whereof the said parties have executed these presents the day and year first before written.

Signed for and on behalf of John Darling & Son, in the presence of,—
M. H. J. Otto.

E. F. FETHERS,
Manager.

Signed for and on behalf of Louis Dreyfus & Company, in the presence of—
M. H. J. Otto.

C. M. LASKEY,
Manager.

Signed for and on behalf of The Westralian Farmers, Limited, in the presence of—
M. H. J. Otto.

H. E. BRAINE,
Manager.

Signed for and on behalf of Dalgety & Company, Limited, in the presence of—
M. H. J. Otto.

R. G. KELLY,
Manager.

The Common Seal of the Australian Workers' Union Westralian Branch Pastoral and Agricultural Industrial Union of Workers was hereunto affixed in the presence of—

D. WATSON,
[SEAL] Vice-President.

A. J. WATTS,
Secretary.

HAM AND BACON CURING—METROPOLITAN.

(Registered 16th January, 1926.)

No. 3 of 1926.

THIS Agreement made in pursuance of "The Industrial Arbitration Act, 1912-1925," this sixteenth day of January, Nineteen hundred and twenty-six, between Messrs. Foggitt Jones, Limited, ham and bacon curers, within the State of Western Australia, on the one hand, and the West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, on the other hand.

1. *Term of Agreement and Locality.*—This Agreement shall become effective and operative as from the 16th day of January, 1926, and shall continue to control wages and conditions of employment until midnight on the 15th day of January, 1928.

Locality.—The locality in which this Agreement shall have effect is the employer's works at Bellevue, and throughout the metropolitan area of Western Australia.

2. *Wages.*—During the term of the Agreement the company shall pay to its employees the following rates of wages:—

(a) *Adults*—The company shall pay to its adult employees the following rates of wages:—

	per week. £	s.	d.
The leading man on killing floor ..	5	12	6
The leading man smallgoods room ..	5	12	6
The leading man curing cellar	5	12	6
Scalders	5	5	6
Assistants in cellar, assistants smallgoods, cutters up, bacon rollers, lardmen, and tallowmen	5	3	0
Pork labourers, shavers, bacon trimmers, and meat cutters	4	18	0
Carters, yardmen, and other adult employees not hereinbefore specified ..	4	15	6

The term "pork labourer" includes employees (not otherwise specified) in the curing, lard, smallgoods departments, tallow-house, drying-house, smoke fillers, washers of hams and bacon, ham baggers, and gut and casing runners.

(b) *Juveniles.*—The company shall pay to its employees under twenty-one years of age the following rates of wages:—

	per week. £	s.	d.
If under seventeen years of age	1	11	6
If seventeen years of age, but under eighteen	1	19	0
If eighteen years of age, but under nineteen	2	6	6
If nineteen years of age, but under twenty	2	16	6
If twenty years of age, but under twenty-one	3	11	6

3. *Proportion of Juveniles.*—The company shall not employ any number of employees under the age of twenty-one years in excess (at any one time) of one for every three (or fraction of three) adult employees entitled to or receiving the minimum wage prescribed for adults.

4. *Casuals.*—Casual employees shall be paid by the company at not less than seventeen shillings and sixpence per day. Every casual employee shall be entitled to receive a full day's pay, even though employed for a part of a day only, if such employee shall perform his duties to the satisfaction of the company.

No employee who has been employed for more than twenty-six hours in any one week shall be considered as a casual employee for that week, provided, firstly, that he is ready and willing to work for the full week, and secondly, that he performs his duties to the satisfaction of the company.

5. *Mixed functions.*—Where an employee, other than a casual, is required to perform more than one kind of function or class of work in any one day, he shall be paid for that day at the rate applicable for the function or class of work performed by him for which the rate of pay hereby prescribed is highest.

6. *Hours.*—The hours of duty of employees (other than yardmen) on each day shall be continuous except for the meal time interval, and shall not (without payment of overtime) exceed forty-eight in any one week, nor shall they (without payment of overtime) exceed eight and three-quarter hours on any one ordinary day, or four and a quarter hours on Saturday.

The hours of duty of employees (other than yardmen, carters, and drivers) shall be at any time between the hour of 7 a.m. and 5.15 p.m. on any ordinary day, with not less than three-quarters of an hour interval for a meal, and between 7 a.m. and noon on Saturday.

The hours of duty for yardmen shall not (without payment of overtime) exceed 50 in any one week, nor shall they (without payment of overtime) exceed 8¾ hours on any one ordinary day, or 4¾ hours on Saturday. The hours of duty shall be at any time between 6.30 a.m. and 6 p.m. on ordinary days, and between 6.30 a.m. and noon on Saturdays, and any hours not exceeding two in number on Sunday.

The hours of duty of carters and drivers shall be at any time between 7 a.m. and 6 p.m. on any ordinary day, and between 7 a.m. and noon on Saturday.

7. *Overtime.*—Employees shall be entitled to overtime at the rate of time and a-half for the first two hours, and thereafter at the rate of double time for each hour or fraction of an hour for all periods in excess of forty-eight hours (or fifty in the case of a yardman) in any one week, or in excess of eight and three-quarter hours on an ordinary day, or four and a-quarter on Saturday.

Should any employee be required to work for more than six hours without a meal interval, he shall be paid at the rate of double his ordinary wages from the expiration of the six hours until the meal interval, and for such purposes the hourly rate of pay shall be one forty-eighth of the weekly rate applicable to the employee's function or class of work.

No employee (other than casual or yardman) shall be required to work on Sunday unless he shall receive payment at double hourly rate (ascertained as above), which is applicable to the employee's function or class of work.

Should a casual employee be employed for any duty on Sunday he shall receive payment for such Sunday at double the ordinary daily rate before prescribed.

8. *Holidays.*—All employees (other than casuals) shall be entitled to the following holidays without deduction of pay:—New Year's Day, Good Friday or Easter Saturday (at the option of the company), Easter Monday, Anzac Day, Labour Day, Royal Show Day, Christmas Day, Boxing Day, Foundation Day, and the day fixed for the butchers' picnic day. Any day may be fixed by the company with the consent of the union in lieu of any of the above holidays.

9. *Definitions.*—"Employees" shall be deemed to mean employees who are members of the union, and employed by the company in connection with their works at Bellevue.

"Casual employees" shall be deemed to mean an employee employed for not more than twenty-six hours in any one week.

In witness.—The parties herein have hereunto set their hand and seals the day and year first before written.

The Common Seal of Foggitt Jones, Limited, was hereunto affixed in the presence of—
A. Irvine.

FOGGITT JONES, LIMITED.
H. P. Robinson.

The Common Seal of the West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth.

T. G. AMOTT,
[SEAL.] Vice President.

G. J. KEITH,
Secretary.

ELECTRIC TRAMWAYS, PERTH.

(Registered 19th January, 1926.)

No. 4 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this 18th day of January, 1926, between the Commissioner of Railways for the State of Western Australia (hereinafter referred to as the "Commissioner"), of the one part, and the Perth Electric Tramways Employees' Industrial Union of Workers (hereinafter referred to as the "Union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

Part I.

1. *Term of Agreement.*—This agreement shall operate from the 3rd day of January, 1926, and shall remain in force until the 31st day of December, 1926: Provided that the rates of pay will be subject to amendment in accordance with the provisions of "The Industrial Arbitration Act Amendment Act, 1925."

2. *Definitions.*—(a) "Casual Hand" shall mean a worker employed at intermittent work; one who is not qualifying for permanent employment, or is not entitled to holiday privileges.

(b) "Motormen and Conductors" shall include all workers operating a car or cars in the service for passengers, and taking it from or returning to the Car Barn, but does not include shed men when shunting or running cars for test purposes, or changing cars, or any other operations necessary to provide motormen and conductors with a car in good running condition.

(c) "Car Starter" shall mean a worker performing duty in the regulation of cars running in traffic.

(d) "Point Oiler and Cleaner" shall mean an adult worker in charge of keeping rails, points, and curves free from sand and other obstructions, and who oils same.

(e) "Pitmen" shall mean the workers responsible under the shed foreman for the work of changing motors, adjusting brakes, putting in or taking out bearings, wheels, pinions, gears, and all similar work in connection with the cars.

(f) "Controller Attendant" shall mean a worker cleaning, greasing, adjusting, or replacing contacts, or other parts of controller, but does not include work done on the lathe or fitter's bench.

(g) "Lineman" shall mean a worker employed erecting poles for electric wires, or doing any work on poles off the ground, gaining poles, lopping trees overhanging live wires, or erecting wires or cables on poles or over buildings, or tying same to insulators, or jointing same, and workers engaged in the maintenance or construction of overhead equipment.

(h) "Leading Hand" shall mean a worker in charge of work who directs four or more workers.

(i) "Platelayer" shall mean a worker who handles materials used in the construction or repair of tram track, who curves rails, bonds, links in, fastens, instals fishplates, adzes or squares sleepers, spaces sleepers, uses the jigger, gauges, cuts rails, and uses the ratchet borer.

(j) "Track Repairer" shall mean a worker engaged renewing or repairing worn or broken rails, who bonds, instals new fishplates, sleepers, who lifts and packs and straightens roads, and keeps the roadway or street surface in repair.

(k) "Fettler" shall mean a worker who lifts, packs, and ballasts tram roads.

(l) "Storeman" shall mean a worker employed supplying materials, goods, etc., on receipt of orders from foremen and leading hands, maintains stocks, and is responsible for the receipt of and/or the distribution of tools, materials, etc.

Part II.—*Traffic Section.*

3. *Hours of Duty.*—(a) A week's work shall consist of forty-four hours to be completed in six days spread over seven days, commencing Sunday to the following Sunday at 12.45 a.m. The day off per week shall be rostered and observed at all times other than Christmas week and New Year's week: Provided motormen and conductors may be employed for a period of seven days during any other one week of the year. Two days' notice of cancellation of day off shall be given. Motormen and conductors called upon for duty on their day off shall be guaranteed and paid for eight hours' work at the rate applicable to the day. If, after receiving notice of cancellation of day off, a motorman or conductor is not given work on his day off, he shall be given an allowance equal to four hours' time at ordinary rates.

(b) No motorman or conductor shall be called upon a second time for duty on his day off until all other motormen and conductors available have been called upon to perform a similar duty.

(c) Eighty per cent (80 per cent.) of the motormen and conductors shall be given as nearly as practicable seven hours twenty minutes work in a spread of ten hours, and the remaining twenty per cent. (20 per cent.) eight hours' work in a spread of twelve hours.

(d) The minimum time to be paid for each day shall be:—

(i) On one day in each week where a straight shift is worked—Four hours.

(ii) Men working a ten hours' spread—Seven hours.

(iii) Men working a twelve hours' spread—Eight hours.

A man working a straight shift shall not be brought on duty again in that day.

4. *Overtime and Sunday Time.*—(a) All time worked after the spread of ten hours and within twelve hours by the eighty per cent. division shall count as overtime and be paid for at time and a quarter, with a minimum of two hours, the time not to be included in the week's work of forty-four hours.

(b) All time worked in excess of nine hours in any one day shall be paid for at the rate of time and a-quarter, with a minimum payment of one hour at overtime rates.

(c) Traffic workers employed on Sundays shall be paid at the rate of time and a half, with a minimum of seven hours' work at that rate.

(d) Motormen and conductors who finish duty by 12.45 a.m. on Sundays shall not be paid an extra allowance for such time.

(e) The time worked on Sundays, up to a maximum of nine hours, shall be included in the forty-four hours' work, but the extra rate for Sunday time shall stand alone and be paid for separately from ordinary work.

(f) If in emergency and under extraordinary conditions the twelve hours' spread is exceeded, all time in excess of five minutes over the spread of twelve hours shall be paid for at double ordinary rates, with a minimum of two hours. When such duty is necessitated by accident or repairs to track, this extra allowance shall not apply.

(g) When a rostered shift is continued without previous notification, such extension will be paid for at the rate of time and a quarter, with a minimum of one hour, and the time will not be included in the forty-four hours week's work. This subclause not to apply when the extension is occasioned through accident.

(h) Motormen and conductors shall be paid not less than two hours for any portion of a rostered shift; any third portion shall count as overtime, with a guarantee of two hours' pay at overtime rates.

(i) Motormen and conductors when required to work special passenger cars between the hours of midnight and 5 a.m. shall be paid a minimum of two hours' pay at double time rates, the time worked not to be included in the week's work of forty-four hours.

(j) Motormen and conductors continuously employed on night shift and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

5. *Meal Relief.*—(a) Motormen and conductors shall not work longer than five hours fifteen minutes between meal relief.

(b) Motormen and conductors shall have a minimum of forty-five minutes for meal relief.

6. *Duty Rosters.*—(a) Rosters shall be posted showing the shifts of motormen and conductors one week in advance, provided always that such roster may be suspended or varied in the case of sickness or on holidays and special occasions caused by abnormal circumstances and conditions.

(b) A list showing alterations to rostered shifts for the following day shall be posted at head office and car barn not later than noon each day. Should further alterations be necessary, the worker concerned shall be personally notified.

(c) Motormen and conductors may be called upon to do car body cleaning or other work in the car barn.

(d) Rostered shifts shall be made to rotate as far as practicable.

(e) Motormen and conductors shall be signed on and off duty at the car barn, or at such other places as may be appointed after agreement between the parties.

(f) Motormen and conductors shall not be booked up for duty until they have twelve hours off duty, except where necessary to facilitate the rotation of shifts. The change of shifts to take place between Saturday and Sunday or Sunday and Monday. A motorman or conductor who under the provisions of Clause 3 has worked on his day off shall not be brought on duty again without twelve hours' rest.

(g) Motormen and conductors required for Sunday work shall be rostered in rotation.

(h) Workers may, on obtaining approval from the officer-in-charge, exchange shifts or days off: provided there is no gain or loss to the department.

(i) All ordinary and holiday duty rosters shall be inspected by the union officials before becoming operative, with a view to ascertaining that such rosters are not framed in such a way as to cause a breach of the agreement governing working conditions.

(j) Motormen and conductors arriving late for duty shall report to the inspector on duty, who shall instruct whether they will be required or not. If detained for duty the worker shall be allowed at the first opportunity to take up his rostered shift, the time actually lost to be deducted from the day's minimum. Should a shift other than the worker's rostered shift be worked, the minimum applicable to such shift shall apply.

7. *Holiday Roster.*—(a) Motormen and conductors shall ballot for the order in which their annual leave will be taken out.

(b) A monthly holiday roster shall be posted showing the approximate dates on which workers will be booked off on holiday leave.

(c) Except at his own request no worker shall be booked off on leave without two days' notice.

8. *Allowances.*—(a) Motormen and conductors shall be granted an allowance of ten minntes when first signing on duty, and ten minutes when finally signing off duty, making a total allowance of twenty minutes per day. These allowances shall apply irrespective of the point at which motormen and conductors commence or cease duty, and shall count as portion of the week's work.

(b) Motormen when working one-man cars shall be paid one shilling per shift in addition to his ordinary wage, irrespective of whether he works a full shift or not.

(c) Motormen or conductors instructed to attend Head Office or elsewhere on the Department's business, or to answer complaints, or supply information, at times other than when on duty, shall be paid for such attendance at ordinary rates, with a minimum of one hour, such time to stand alone; except where the worker is called upon to give explanation in case of misconduct or carelessness, or where incomplete reports have been submitted.

9. *Shortages.*—A list of shortages shall be posted at the Car Barn. Conductors with shortages posted against them shall be allowed to check their revenue and running journals and, if desired, any previous revenue and running journals of the same series. All shortages to be paid by the conductor.

10. *Uniforms.*—(a) The following uniforms shall be supplied to motormen and conductors after three months' service:—

One cap, one winter and one summer suit annually.
One waterproof cap cover every three years.
One overcoat every four years.

(b) As far as practicable winter uniforms shall be delivered in April and summer uniforms in October of each year.

Part III.—*Car Barn Section.*

11. *Hours of Duty.*—(a) Forty-four hours shall constitute a week's work.

(b) For other than shift workers the ordinary working hours shall be:—

Mondays to Fridays—8.15 a.m. to 5 p.m. (with 45 minutes for meal).
Saturdays—7.45 a.m. to 11.45 a.m.

(c) Where shifts are worked the same shall rotate as far as practicable.

(d) Workers continuously employed on night shift and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

(e) Workers shall start and finish their day's work at the Car Barn.

12. *Overtime and Sunday Time.*—(a) Overtime outside the usual working hours shall be paid for as under:—

First two hours—Time and a-quarter.
Next two hours—Time and a-half.
Thereafter—Double time.

(b) Sunday time shall be paid for at the rate of time and three-quarters for the first two hours; thereafter, double time.

(c) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work exclusive of meal times, is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

13. Uniforms.—Oilskin coats and Sou'-westers are to be kept available at Car Barn for the use of workers in breakdowns.

Part IV.—*Track Section.*

14. *Hours of Duty.*—(a) Forty-four hours shall constitute a week's work.

(b) The ordinary working hours shall be:—

Mondays to Fridays—8 a.m. to 5 p.m. (with one hour for meal).
Saturdays—7.30 a.m. to 11.30 a.m.

(c) Except as provided for in Subclause (d), workers when on night shift which does not follow on day shift, shall be paid time and a quarter rates.

(d) Workers on night shift for a full week and over, and commencing duty after 10 p.m., shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

15. *Overtime and Sunday Time.*—(a) Overtime after the completion of a rostered shift shall be paid for as under:—

First two hours—Time and a quarter.
Next two hours—Time and a half.
Thereafter—Double time.

(b) Sunday time shall be paid for at the rate of time and three-quarters for the first two hours; thereafter, double time.

(c) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work (exclusive of meal times) is not continuous with his shift, and pro-

vided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

16. *Depots.*—(a) Workers shall start and finish their day's work at the depot.

(b) "Depot" shall mean for workers engaged on tramway construction work the nearest point on an existing tramway line to such work.

(c) "Depot" shall mean for track repairers the point at which a worker is instructed to commence work. Such point shall be within the limit of the city boundary as under:—

1. East—Bay Street.
2. West—Thomas Street.
3. North—Vincent Street or Loftus Street.
4. South—Esplanade.

The Permanent Way Depot at East Perth shall be deemed to be within the above limits.

(d) All time taken up in travelling outside the specified limits shall be included in the forty-four hours' work for the week.

17. *Uniforms.*—Track hands shall be supplied with oilskin coats and sou'-westers every two years.

Part V.—*Electrical Section.*

18. *Hours of Duty.*—(a) Forty-four hours shall constitute a week's work.

(b) For other than shift workers the ordinary working hours shall be:—

Mondays to Fridays—8 a.m. to 5 p.m. (with one hour for meal).

Saturdays—7.30 a.m. to 11.30 a.m.

(c) Where shifts are worked the same shall rotate as far as practicable. This subclause shall not apply to lineman in charge of horse driven or power driven wagons.

(d) Except as provided for in Subclause (e) workers shall, when on night shift which does not follow on day shift, be paid time and a-quarter rates.

(e) Workers continuously employed on night shift for a full week or over and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

19. *Overtime and Sunday Time.*—(a) Overtime after the completion of a rostered shift shall be paid for as under:—

First two hours—Time and a-quarter.

Next two hours—Time and a-half.

Thereafter—Double time.

(b) Sunday time shall be paid for at the rate of time and three-quarters for the first two hours: thereafter, double time.

(c) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work exclusive of meal times is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

20. *Depots.*—(a) Workers shall start and finish their day's work at the depot.

(b) "Depot" shall mean for workers engaged on transmission lines the Perth Central Railway Station or car barn. All time taken up in travelling outside the specified limits shall be included in the forty-four hours work for the week.

21. *Lineman's Assistant.*—(a) No lineman shall go out with the tower wagon, except in case of urgency, without an assistant.

(b) Labourers employed on transmission work shall be paid as linemen's assistants.

22. *Uniform.*—Linemen shall be supplied with oilskin coats and sou'-westers every two years.

Part VI.—*General.*

23. *Guaranteed Week.*—The Commissioner shall guarantee to each worker, other than a casual, a full week's work, except during such period as by reason of any action on the part of any section of his employees or for any other cause beyond his control he is unable to wholly or partially carry on the running of the trams.

24. *Payment of Wages.*—All wages shall be paid weekly.

25. *Maximum Overtime Payment.*—Double time shall be the maximum for overtime payable under any of the provisions of this agreement.

26. *Workers performing Higher Duties.*—Where a worker is called upon to perform two or more classes of work and is so employed for not less than one hour in one day he shall, for the purpose of assessing the wages to be paid, be deemed to have worked the day at the class of work for which the highest rate of wage is prescribed.

27. *Promotion.*—Promotion shall be made on capability, suitability, seniority and record. Due notice shall be posted at the car barn of any position becoming vacant in tramway employment. Every consideration shall be given, all things being equal, to members of the union.

28. *No New Designation.*—No new designation shall be introduced during the currency of this agreement so as to reduce the status of any worker covered thereby.

29. *Holidays.*—(a) The following days shall be observed as holidays and all workers, other than casuals, shall be paid for such days:—

Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, New Year's Day.

(b) Should one of the holidays mentioned occur during the time a worker is on annual leave, a day will be added to his annual leave. If a worker is off duty sick, or on leave without pay, and any of the special days mentioned fall within the first two months of his absence, he shall be paid for such days. When Boxing Day or New Year's Day fall on a Sunday, the following day will be observed as the holiday. All workers, including casuals, called up for duty and working on these days shall be paid at the rate of double time, with a minimum of seven hours' work.

(c) After twelve months' continuous service in the employ of the Commissioner all workers, other than casuals, shall be allowed two weeks' leave, of which twelve days shall be paid for at the ordinary rate for eighty-eight hours.

(d) All workers, other than casuals, after six months' continuous service, shall be entitled to the holidays set out in the preceding subclause in proportion as the length of service is to the full number of holidays for the twelve months.

(e) Holidays may, subject to the approval of the Commissioner, be allowed to accumulate for two years.

30. *Free Transit on Cars.*—All workers, other than casuals on construction or reconstruction work, shall be allowed to travel free on cars.

31. *Charges against Employees.*—(a) Any charge brought against a worker by an officer of the department shall be made within fourteen days of the officer's first knowledge of the occurrence.

(b) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer in charge.

(c) When a worker has made a statement to an officer in charge, and which statement such officer has taken down in writing, the worker shall be either furnished with a copy of such statement, or allowed to take a copy of it.

(d) If a final decision in any case where a charge has been made against a worker be not given within three calendar months of the occurrence of the offence, the charge shall lapse.

(e) Any worker against whom a charge is made shall be supplied with a copy of same, and the name of the person making the said charge.

32. *Records.*—The secretary of the union shall be entitled at all reasonable times to inspect the Commissioner's records of the hours worked by, and of the amounts paid to, the various workers covered by this agreement.

33. *Under-rate Workers.*—A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate, which shall be agreed upon in writing between the worker and the secretary of the worker's union. If within seven days after being notified of the worker's desire to work at a lower rate of wage than that prescribed the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage. The worker shall give such secretary two days' notice in writing of his intention to apply to the magistrate, and the said secretary or his agent may attend and oppose the application. The magistrate may fix the rate of wage, and his decision shall be final. Any worker whose wage shall have been so fixed may work for and be employed by an employer for such wage for the period of six calendar months thereafter, and after the expiration of the said period until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause.

34. *Area and Scope.*—This agreement shall apply to workers described herein employed by the Commissioner under the powers conferred upon him by "The Government Tramways Act, 1912," and "The Government Electric Works Act, 1914," and any amendments thereto.

Part VII.

35. *Rates of Pay.*—

(a) Adults—

	Per day of 8 hours. s.	d.
Conductors, during first six months	16	7
Conductors, after six months	17	11
Motormen	17	11
Car Starter	18	5
Controller Attendant	17	11
Pitman or Examiner (including brake hand)	17	11
Storeman	19	0
Storeman's Assistant	17	4
Tradesman's Labourer	17	0
Track Construction Ganger	22	5
Track Maintenance Ganger	20	3
Platelayer	18	1
Track Repairer	17	0
Fettler	17	0
Point Oiler and Cleaner	18	9
Tool Sharpener	17	6
Welding Machine Hand (in charge)	20	7
Chainman	18	1
Lineman	18	5
Lineman's Assistant	17	0
Cable Jointer	22	5
Motor Lorry Driver	17	11
Meter Reader	18	5
Timekeeper	16	9
Labourer	16	3

Watchman (7 days per week)—£5 3s. 4d. per week.

(b) Junior Workers—

	Per day of 8 hours. s.	d.
14 to 15 years	4	10
15 to 16 years	6	3
16 to 17 years	7	5
17 to 18 years	9	1
18 to 19 years	10	11
19 to 20 years	12	10
20 to 21 years	15	1

(c) Leading hand shall be paid one shilling and eightpence per day above the minimum

(d) Casual workers shall receive one shilling per day above the minimum.

(e) Any worker employed upon concrete work to be paid one shilling per day extra.

(f) Labourers employed as tar-hands, one shilling per day above the minimum.

(g) *Wet Pay.*—All workers working in wet ground shall be paid one shilling per day in addition to their ordinary wage.

(h) Student when engaged learning the duties of motormen and conductors shall be paid half wages, provided such student does not resign within six days from the date of starting his studentship.

The Common Seal of the Commissioner of Railways was hereunto affixed by [SEAL.]

(Sgd.) H. POPE,
Commissioner of Railways.

in the presence of—
(Sgd.) A. A. Letch.

The Common Seal of the Perth Electric Tramways Employees' Union of Workers was hereunto lawfully affixed by [SEAL.]

(Sgd.) A. S. McDOUGALL,
President.

(Sgd.) R. H. NASH,
Secretary.

Witness—(Sgd.) G. J. Robertson.

ELECTRIC TRAMWAYS (OFFICERS), PERTH.

(Registered 22nd January, 1926.)

No. 5 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this 22nd day of January, 1926, between the Commissioner of Railways for the State of Western Australia (hereinafter referred to as the "Commissioner"), of the one part, and the Western Australian Government Tramways and Electricity Supply Officers' Industrial Union of Workers (hereinafter

referred to as the "Union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. *Term of Agreement.*

This agreement shall remain in force for three years from the 18th January, 1926, subject to the provisions of "The Industrial Arbitration Act Amendment Act, 1925," so far as salaries are concerned: Provided that either party shall have the right to approach the Court of Arbitration for an amendment so far as conditions are concerned after the expiration of twelve months from the said date.

2. *Area and Scope of Agreement.*

This agreement shall apply to all officers engaged in the W.A. Government Tramways and Electricity Supply, except Head of Branch, Sub-heads of Branch, Shift Engineers, Switchboard Attendants, and Sub-station Attendants.

3. *Hours of Duty.*

(a) The hours of duty of officers shall be thirty-eight per week, exclusive of Sunday time, with the following exceptions:—

(i) District Engineer, Cottesloe.
(ii) Electric Mains Sub-Foreman.
(iii) Receiving Clerks.
(iv) Rolling Stock Foreman.
(v) Testing Officer.
(vi) Traffic Running Staff.

(b) The hours of officers specified above shall be forty-four per week, exclusive of Sunday time, provided that where the present custom is to work a lesser number of hours, such custom shall continue.

(c) Outdoor Traffic Officers shall not be booked up for duty until they have twelve hours off duty, except to facilitate rotation of shifts from Saturday to Sunday.

(d) All shifts shall be completed within ten hours; half-day shifts to be completed within five hours as from time of first signing on duty to the final time of signing off duty.

(e) Signing on and off depots for officers shall be Head Office, 514 Hay Street; Power House, East Perth; Car Barn, East Perth; Cottesloe District Office; or any similar depot as may be established during the currency of this agreement.

4. *Overtime.*

(a) Overtime shall mean all time worked in excess of the recognised working hours in any one week and can only be claimed under the following conditions:—

Less than 30 minutes—Not to be paid for.
30 minutes and up to 37 minutes—Half an hour.
38 minutes and up to 52 minutes—Three-quarters of an hour.
53 minutes and up to 67 minutes—One hour.
68 minutes and up to 82 minutes—One hour and a-quarter.
83 minutes and up to 97 minutes—One hour and a-half.

And thereafter on similar basis.

(b) Overtime shall be paid for at the ordinary rate of pay for all time worked in excess of the recognised working hours up to two hours per day; over that period, time and a-quarter.

(c) All officers engaged on work which may be defined by the Commissioner as special, in excess of the recognised working hours, shall be paid overtime at the rate of time and a-quarter for the whole of such overtime.

(d) Overtime worked on ball specials shall be paid for at the rate of time and a-quarter.

(e) The recognised hours of duty shall be as laid down in Clause 3 (a) and (b).

(f) In computing the number of hours worked per week, time absent on sick leave and holidays, when paid for, shall be treated as time worked.

(g) Any periods up to five minutes on any days are not to count in the week's total. The first two hours' overtime, or any portion thereof, in any one day may be adjusted in the week's total, but any overtime beyond the two hours in any days will stand alone and be paid for at the rate of time and a-quarter.

(h) Any officer in receipt of a salary in excess of £399 per annum shall not be entitled to overtime pay.

5. *Sunday Time.*

(a) Sunday time will stand alone and be paid for at time and a-quarter rates.

(b) Where less than a full shift is worked on a Sunday, the time worked will be calculated as follows:—

(i) Any officer called upon for Sunday duty shall be paid a minimum of four hours' ordinary pay, except when such time is worked in continuance of a shift beginning on a Saturday, or in commencement of a shift terminating on Monday.

(ii) Over half a day and up to and including three-quarters of a day to be counted as three-quarters of a day.

(iii) Over three-quarters and up to one day to be counted as one day.

(c) For the purpose of calculating the hourly rates the year shall be deemed to consist of 313 days and the day in each case of the usual hours of the officer concerned.

6. *Leave of Absence, Annual.*

(a) After twelve months' continuous service all officers shall be entitled to annual paid leave of twelve days and public holidays, or days in lieu thereof, up to a maximum of eight days in any one year.

(b) Leave of absence shall be calculated to the close of each financial year, and shall be paid for at the salary the officer is in receipt of at the time such annual leave is taken.

(c) The leave shall be applied for and taken out at a time convenient to the department before the 30th June following the year for which it fell due; at the expiration of that time the leave shall lapse unless such leave shall have been deferred by the department or the permission of the Commissioner obtained for its accumulation.

(d) In urgent cases leave in addition to the foregoing may be granted, without pay, for a period not exceeding six months. Any public holidays falling due during the period in which an officer is on leave without pay shall not be paid for.

(e) Subject to the proviso hereto, any officer with more than six months' service who may resign or be dismissed from the service, shall be entitled to receive payment for any holidays *pro rata* up to the time of leaving the service; provided that if an officer be dismissed for being under the influence of liquor or for drunkenness, he shall be entitled to be paid for such leave (if any) as was due up to the 30th June previous, and if dismissed for peculation, tampering with ticket issues, or manipulation of the books of the department, he shall not be entitled to payment for any holidays.

(f) Should a holiday occur while an officer is on leave another day shall be added to such leave in lieu thereof.

(g) The next-of-kin of a deceased officer shall be granted payment of *pro rata* annual leave to the date of the decease of the officer.

7. *Absence without Pay.*

Any term in excess of three months an officer is absent from duty from any cause without pay shall not for any purpose be included as part of such officer's period of service.

8. *Long Service Leave.*

(a) The Commissioner shall grant to any officer who has continued on the salaried staff for ten years long service leave for three calendar months on full pay or six calendar months on half pay. For the subsequent period of ten years the same conditions shall apply, and thereafter for every seven years similar leave shall be granted.

(b) Service prior to attaining the age of eighteen years shall not count in computing long service leave.

(c) Any public holidays occurring during the period in which an officer is on long service leave will be calculated as portion of the long service leave and extra days in lieu thereof shall not be granted.

(d) If a deceased officer leaves a widow, dependent children, mother or invalid sister, payment *pro rata* of long service leave up to the date of such officer's death shall be granted to such dependant or dependants.

(e) In the case of an officer who, on account of the exigencies of the department, is regressed to the Wages Staff and subsequently re-appointed to the Salaried Staff, the time served on the Salaried Staff prior to regression shall be counted in computing service for long service leave.

(f) Any officer who resigns or is retired from the service, except as provided for in subclause (g) shall be paid for long service leave due at the time of resignation or retirement.

(g) Any officer who retires or is retired upon reaching the retiring age, or through ill-health, shall be paid for long service leave *pro rata* to date of retirement.

(h) An officer dismissed from the service shall not be entitled to payment for long service leave.

(i) A female officer resigning from the service for the purpose of getting married and who has been continuously employed for three years and over, shall be granted payment *pro rata* of her long service leave at the date of retirement, subject to the proviso in subclause (b).

9. *Sick Leave.*

(a) Any officer who is incapacitated for duty in consequence of illness or injury shall, as soon as possible, advise his superior officer in sufficient time to admit of arrangements being made for the performance of his duties. Any such officer who fails to do so shall be treated as absent without leave.

(b) Any officer so incapacitated for duty shall also notify his superior officer in sufficient time of the date on which he will be able to resume duty to enable any necessary arrangements to be made.

(c) Should the absence be prolonged beyond one day the officer shall forward to his superior officer on the second day thereof a certificate from any legally qualified medical practitioner, showing the nature of the illness and the probable duration.

(d) Any officer who finds that he is unable to resume duty on the expiration of the period shown in the first certificate shall thereupon furnish a further certificate, and shall continue to do so upon the expiration of the periods respectively covered by such certificates; provided, however, that the maximum period between the dates of furnishing any two medical certificates shall be fourteen days.

(e) In cases where incapacity for duty is obvious to the Head of the Branch, he may relieve the officer of the necessity for providing medical certificates.

(f) Any officer shall, if so directed, present himself for examination by a medical officer at such time and place as may be fixed.

(g) Any officer who has been absent for three days (not continuous) in one financial year shall, if instructed by his superior officer, furnish a medical certificate for absences of one day only.

(h) Officers who have conformed to the foregoing may be granted sick leave (exclusive of annual and long service leave) as follows:—

Officers with six or less than six months' service —Nil.

Officers with more than six months but less than three years' service—Two weeks on full pay for each completed six months' service;

Officers with three years' service and over—Three months on full pay and three months on half pay.

(i) Such leave may be granted in one or more periods, but the aggregate amount of leave on pay provided for must not be exceeded.

(j) In no case shall an officer be granted more than three months on full pay and three months on half pay in any one triennial period, unless otherwise determined by the Commissioner. The triennial period to be the three years preceding the date of illness for which payment is claimed.

(k) No payment shall be made for any absences due to an officer's own fault, neglect, or misconduct.

(l) Indisposition not necessitating confinement to the house will not be regarded as illness in respect of which leave of absence will be granted under this section, excepting under special circumstances to be approved by the Commissioner.

10. *Meal Allowance.*

Where an officer is instructed to work during or over meal hour, he shall be paid a maximum allowance of 2s. per meal in the metropolitan area, and 2s. 6d. per meal outside that area: Provided that he could not conveniently have his meal in the usual way and that no payment for overtime is made.

11. *Resignations and Retirements.*

(a) No officer shall leave the department until the expiration of one month's written notice of his intention so to do without the approval of the Commissioner.

(b) One calendar month's notice in writing shall be given by the Commissioner to any such officer whose services are no longer required; provided that this subclause shall not apply to cases of summary dismissal for misconduct or to officers for whom the Commissioner is unable to find work or whom he may deem it unnecessary to employ by reason of any action on the part of any of his employees or for any cause beyond his control.

12. *Reduction in Staff.*

If at any time the staff may be reduced, the following shall be the course adopted with regard to the re-employment of retrenched officers, viz.:—

(a) As vacancies occur the officers retrenched shall, in order of seniority of service, have the offer of re-employment in any position in the department for which they are qualified.

(b) Any officer having left the department on account of retrenchment and being re-employed within twelve months, shall be credited with the period of former service.

13. *Promotions.*

(a) Promotion and the selection of any officer to act in a higher position shall be governed by relative ability, suitability, record and experience. If everything else is deemed equal, the senior officer shall be selected for promotion.

(b) As a general rule officers and employees of the section in which the vacancy occurs will be promoted to the higher position, but the Commissioner may, when he considers it advisable for the good of the service, select an officer from one section for position in another, either in the same or in a higher range.

(c) When considered necessary, a person from outside the service may be appointed to any position in the service, provided there is not an officer in the service capable of filling the position.

(d) No officer shall refuse compliance with any order directing his transfer from one position to another, but if on appeal the Commissioner is satisfied that the objection is sound, then such officer shall not be penalised.

(e) An officer desiring to be passed over in the event of promotion being offered shall, if his request be acceded to, forfeit all claim to promotion for two years, but if good and sufficient reason be given the Commissioner, he may restore such claim.

(f) All officers promoted to a higher position shall be subject to a probationary period of six months and paid the minimum rate of salary assigned to the range to which they are promoted. At the end of such period the Head of the Branch shall report to the Commissioner as to the fitness of the officer for the higher position; if the report is satisfactory, the appointment will be confirmed as from the date of taking up the duty; if unsatisfactory, the officer will be provided for at the same salary as he was in receipt of prior to the period of probation in the higher position: Provided that where an officer has been in receipt of a salary equivalent to such minimum for twelve months or over he shall be paid the intermediate rate; if receiving such salary for a period of less than twelve months, the advance to the intermediate rate shall be made twelve months from the date he receives the salary equal to the minimum.

(g) When a vacancy occurs in the service, if the senior officer is not selected for promotion, applications shall be called for the vacancy.

(h) Should a vacancy occur while an officer is on leave he shall be deemed to have made application for such vacancy, and shall be considered for such position.

(i) All vacancies shall be notified to the staff by a notice exhibited on the Salaried Staff Notice Board in the Head Office for at least seven days prior to filling such vacancy.

14. *Temporary Clerks.*

(a) Temporary clerks shall not be engaged without the approval of the Commissioner in any position classified above the range £219-£279.

(b) The provisions of Clauses 3, 4, 5, 6, 9, 10 and 17 will apply to temporary clerks.

(c) The provisions of Clause 11, provided that the notice to leave received and given shall be one week in lieu of one calendar month, shall apply to temporary clerks.

(d) The daily rate of pay shall be:—

First six months	15s. 5d.	per day.
After six months	15s. 11d.	„
After twelve months ..	16s. 5d.	„

15. *Acting in Higher Capacities.*

When an officer, other than relief officer, performs the duties of a position higher than that in which he is classified for a term exceeding one lunar month (continuous or broken) within any one financial year, he shall be paid from the end of that month while performing any such duties at the minimum salary attached to such higher positions.

16. *General.*

(a) The word "officer" where used in this Agreement shall, unless inconsistent with the text, mean male or female.

(b) Officers may, on obtaining approval from their superior officer, exchange shifts.

(c) Where it is necessary to work day and night shifts, officers concerned shall work alternate shifts weekly.

(d) Inspectors shall be allowed to wear glasses on duty and when passing the eyesight test.

17. *Passes.*

(a) Pass available over the Tramway System shall be issued to all officers.

(b) When an officer is on leave a pass available for the period of such leave over the Tramway System shall be issued in favour of his wife and members of his family under eighteen years of age unmarried, unmarried daughters over eighteen years of age, and the mother of an officer, provided they are resident with and dependent upon him for support.

18. *Rates of Pay.*

(a) Juniors.—The salaries of all male officers under the age of twenty-one years shall be:—

	Per annum. £
Under 16 years of age	78
Over 16 and under 17 years ..	94
Over 17 and under 18 years ..	125
Over 18 and under 19 years ..	156
Over 19 and under 20 years ..	172
Over 20 and under 21 years ..	193

(b) Adults.—Adult male officers shall be classified into the ranges shown in the annexed Classification of Positions (Clause 19). Officers (other than juniors) occupying all other positions will be paid the salary set forth in the following range, viz:—

£219, £229, £244, £259, £269, £279.

Note.—Unclassified draftsmen shall be advanced automatically to £299 per annum, yearly increments to be as provided for in the ranges £219-£279 and £279-£299: Provided that the advances beyond £279

shall be contingent upon a certificate from the Head of the Branch that they have performed their duties in a satisfactory manner.

(c) Engineering Cadets.—The remuneration to engineering cadets who have not passed the Matriculation Examination will be as shown under (A); to those who have passed, as shown under (B):—

	Per annum. (A) £	(B) £
First year	99	115
Second year	130	156
Third year	167	177
Fourth year	172	183
Fifth year	198	209

Note.—Engineering cadets, on passing the prescribed qualifying examinations, shall be advanced to £244 per annum, and then automatically progress to £299 per annum, yearly increments to be as provided for in the ranges £219-£279 and £279-£299: Provided that the advances beyond £279 shall be contingent upon a certificate from the Head of the Branch that they have performed their duties in a satisfactory manner.

(d) Junior Female Clerks.—The salaries of all female junior clerks under the age of twenty-one years shall be:—

	Per annum. £
Under 17 years of age	78
Over 17 and under 18 years ..	99
Over 18 and under 19 years ..	115
Over 19 and under 20 years ..	130
Over 20 and under 21 years ..	151

(e) Adult Female Clerks:

The salaries of all adult female clerks shall be:—

	Per annum. £
First year	167
Second year	177
Third year	188
Fourth year	198
Thereafter	209

(f) Advancement from minimum to maximum of any range shall be by yearly increments, provided that such advancement shall be approved by the Commissioner upon satisfactory report from the Head of the Branch of the officer's conduct, diligence, and efficiency, and provided also that the advancement in salary shall not be granted to an officer if the Commissioner determines that such officer has not performed his duties satisfactorily for the preceding twelve months, or that such officer has been guilty of misconduct which in the opinion of the Commissioner justifies the postponement or refusal of the advancement.

(g) An officer who is unable from any cause to perform the duties of his position, and is in consequence provided with employment in another position in a lower range shall, unless the Commissioner directs otherwise, be paid the maximum rate for the range in which he has been provided.

(h) Nothing in this agreement shall be deemed to limit the power of the Commissioner to pay any officer at a higher rate than that prescribed in any case where he may consider the same to be merited or warranted by the officer occupying such position.

19. *Classification of Positions.*

Professional and Engineering Section.

	Range.
Assistant Permanent Way Engineer ..	£444-£464-£484
Distribution Engineer and Chief Draftsman	£394-£409-£424
Rolling Stock Foreman	£379-£389-£399
Draftsman	£349-£364-£379
Testing Officer	£349-£364-£379
Electric Mains Sub-Foreman	£339-£349-£359
District Engineer, Cottesloe	£339-£349-£359
Draftsman	£314-£324-£339
Draftsman	£279-£289-£299

Traffic Running Section.

Chief Inspector	£379-£389-£399
Motor Inspector	£319-£329-£339
Traffic Inspectors (3)	£319-£329-£339
Ticket Inspectors (5)	£269-£279-£289
Car Despatchers (3)	£269-£279-£289

Traffic Clerical Section.

Clerk-in-Charge, Receipts	£379-£389-£399
Staff and Roster Clerk	£339-£349-£359
Accounts Clerk	£309-£319-£329
Assistant Staff and Roster Clerk ..	£279-£289-£299
Receiving Clerks, Car Barn	£279-£289-£299
Relief Clerk	£279-£289-£299
Revenue Clerk	£279-£289-£299
Senior Checking Clerk	£279-£289-£299

Electricity Supply Clerical Section.

Electricity Supply Ledgerkeeper ..	£279-£289-£299
Stores and Costs Clerks (2)	£279-£289-£299

Nothing in this classification shall lower the rate of salary any officer was in receipt of at the coming into force of this agreement.

The Common Seal of the Commissioner of Railways was hereunto affixed in the presence of—
(Sgd.) A. A. Letch.

[SEAL.]

(Sgd.) H. POPE,
Commissioner of Railways.

The Seal of the Western Australian Government Tramways and Electricity Supply Officers' Industrial Union of Workers was hereto affixed in the presence of, and this Agreement is executed by and on behalf of the Union by—

(Sgd.) J. H. NAPIER,
President.

(Sgd.) F. T. FLINN,
for Secretary.
[SEAL.]

RAILWAY EMPLOYEES—MIDLAND RAILWAY COMPANY.

(Registered 3rd February, 1926.)

No. 6 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this 21st day of January, one thousand nine hundred and twenty-six, between the W.A. Midland Railway Employees' Union of Workers (hereinafter referred to as the "Union") of the one part, and the Midland Railway Company of Western Australia, Limited (hereinafter referred to

as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. *Term of Agreement.*—This Agreement shall operate from the First day of January, One thousand nine hundred and twenty-six, and shall remain in force until the Thirty-first day of December, One thousand nine hundred and twenty-six, subject to the provisions of the Industrial Arbitration Act Amendment Act, 1925.

2. *Area and Scope of Agreement.*—This Agreement shall apply only to members of the union employed by the General Manager in and about the working of the Midland Railway, and shall be binding upon the above-named parties, and shall operate over the whole of the Midland Railway.

3. *Interpretation*—

"Worker" means a member of the union employed as driver, fireman, cleaner, washoutman, washoutman's assistant, packer, or trimmer.

"Attended Barracks" means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, lighting facilities, and water and fuel.

"Unattended Barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which, whilst provided with the accommodation mentioned therein, is wholly unattended.

"Main Depot" means a depot where six or more locomotives are stationed.

"Married Man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

4. *Promotion.*—Promotion from cleaner to fireman and from fireman to driver shall be made—

(a) Automatically by reason of acting work in accordance with the next succeeding clause; and

(b) Independently of acting work, as vacancies arise, according to seniority combined with proficiency and good conduct, provided that the necessary examinations have been passed, and provided also, in the case of a cleaner, that he shall have reached the age of twenty-one years.

5. *Acting Work.*—(i) A fireman or cleaner who has acted in the capacity of a driver or fireman, respectively, for 313 days, shall be appointed to the higher grade, and the date of such appointment shall, notwithstanding subsequent regression, be taken for the purpose of determining when advancements from class to class become due. To ascertain the number of days acting work performed by a worker, all acting work heretofore or hereafter shall be counted, and the total number of hours worked by him in the higher capacity shall be divided by 7½.

(ii.) For the purpose of maintaining the present order of seniority amongst the workers, the following provisions shall obtain:—

(a) The General Manager shall, so far as practicable, arrange that firemen and cleaners shall have the benefit of acting work according to seniority, and to that end shall transfer them from one depot to another as may be necessary.

(b) Subject as hereinafter provided, when a fireman or cleaner has qualified by acting work and is appointed to the higher grade under the subclause (i.) of this clause, each fireman or cleaner, as the case may be, above him on the classification, shall be deemed to have similarly qualified, and shall also be appointed to the higher grade: Provided, however, that the foregoing provision shall not apply to any fireman or cleaner who, during the preceding twelve months, has lost the opportunity of himself getting the benefit of acting work by reason of his failure to accept a transfer from one depot to another.

(iii.) A driver or fireman may, when traffic conditions so require, be temporarily employed as a fireman or cleaner, respectively, but whilst acting in the lower grade shall be paid the rate which he was receiving as driver or fireman respectively.

(iv.) (a) A review of work performed in the advanced capacity during the previous three months will be held at the close of March, June, September and December in each year. Any adjustment of the staff as provided for hereunder to date from the eighth day after the close of each review period.

(b) The margin of acting time permissible in any quarter without involving the question of promotion for the next quarter shall be:—

(1) Half full time, viz.—312 hours per quarter for one fireman acting as driver.

(2) Full time, viz.—624 hours per quarter for one cleaner acting as fireman.

(c) The promotion of firemen to drivers and cleaners to firemen respectively when the permissible margin of acting time for the previous quarter has been exceeded shall be made at the rate of one man for every unit of 624 hours (i.e., full time) over the margin in each class. Fifty (50) per cent. or over of a broken unit to be reckoned as 624 hours; under 50 per cent to be dropped.

(d) Regression of drivers to firemen and firemen to cleaners respectively when the permissible margin of acting work for the previous quarter has not been reached shall be made on the basis of:—

One driver to fireman when acting time is less than 312 hours per quarter.

One fireman to cleaner when acting time is less than 624 hours per quarter.

(e) On the conclusion of each fourth review, representatives of the union and of the company shall confer and decide as to the number which shall form the basis for the succeeding four reviews, being guided in such decision by the figures for the four terms then expired.

(f) Each fortnight a return showing the acting work performed during the previous two weeks shall be supplied to the Secretary of the Union.

(v.) Workers appointed under subclauses (i.) and (ii.) hereof may be regressed, provided the total amount of advanced capacity work performed during the two weeks preceding that in which such appointments become due is less than the margin stipulated in subclause (iv.) should the advanced capacity work performed for the same period be in excess of the margin provided in subclause (iv.) appointments equal to such excess shall be retained. Regressions under this subclause to be made within a fortnight of such appointments becoming due.

(vi.) No driver or fireman in any class shall be regressed until all the drivers and firemen respectively

in the classes (if any) below him shall have been similarly regressed. After such regression, and whilst doing work in the lower grade, the drivers and firemen so regressed shall be paid the maximum rates provided for firemen and cleaners respectively. Notice of intention to regress to be served on the union.

6. *Retirement and Dismissal.*—(a) No worker after six months continuous service shall leave the service of the General Manager until the expiration of fourteen days' written notice of his intention to do so, without the approval of the General Manager.

(b) Except in the case of summary dismissal for misconduct, fourteen days' written notice shall be given by the General Manager to any worker whose services are no longer required, and the reason for his dismissal shall be included in such notice.

7. *Qualifications.*—(1) Engine-drivers.—No person shall be employed as a driver on the Midland Railway without the approval of the head of the branch. Such driver shall pass a satisfactory examination, and hold a certificate from head of branch that he is competent. He must also have served as a fireman on the Midland Railway, or been employed as a driver, or acting driver on other railways either within or outside Western Australia; always provided that no driver or fireman shall be engaged from outside the service of the Midland Railway unless in the opinion of the head of the branch there is no fully qualified worker available in the employ of the Midland Railway, when he shall report to the General Manager, who may thereupon authorise the appointment of such person or persons as may be deemed necessary.

(2) Firemen.—(a) No person shall be employed as a fireman on the Midland Railway without the approval of the head of the branch. Such fireman must pass a satisfactory examination, and hold a certificate from the head of the branch that he is competent; he must also have served as a cleaner on the Midland Railway, or have been employed as a driver, fireman, or cleaner on other railways within or outside the State of Western Australia: Provided always that no person from outside the service of the Midland Railway shall be employed as a fireman unless, in the opinion of the head of the branch, there is no worker in the employ of the Midland Railway fully qualified and available, when he shall report to the General Manager who may thereupon authorise the appointment of such person or persons as may be deemed necessary.

(b) No person shall be permitted to act as fireman until he is twenty-one years of age, unless, in the opinion of the head of the branch, the requirements of the service otherwise demand it.

(3) Cleaners.—(a) No candidate for the position of cleaner shall be admitted under the age of seventeen years. Retrenched Midland Railway cleaners, firemen, and drivers whose previous service has been satisfactory to the General Manager, shall, on application, be given preference for employment, but this condition shall not debar the General Manager from making any other appointment he considers necessary to carry on the work if a suitable retrenched man is not immediately available.

(b) Cleaners under the age of eighteen years shall not be permitted to work between the hours of 8 p.m. and 6 a.m.

8. *Rates of Pay.*—(1) Engine-drivers.—(a) The rates of pay for engine-drivers shall be—

First Class—23s. 6d. per day of 8 hours.
Second Class—22s. 1d. per day of 8 hours.
Third Class—20s. 7d. per day of 8 hours.
Fourth Class—19s. 6d. per day of 8 hours.

(b) A driver whilst acting as driver-in-charge, 2s. per day extra.

(c) Drivers with less than one year's service after appointment shall be in the fourth class. Drivers with one year's service and less than three years' service after appointment shall be in the third class. Drivers with three years' service and less than five years' service after appointment shall be in the second class. Drivers with over five years' service after appointment shall be in the first class.

(d) Drivers shall be entitled to promotion from class to class as follows:—

To the third class after one year's service in fourth class.
To the second class after two years' service in third class.
To the first class after two years' service in second class.

Provided that no driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the head of the branch.

2. Firemen.—(a) The rates of pay for firemen shall be—

First Class—19s. 0d. per day of 8 hours.
Second Class—17s. 4d. per day of 8 hours.
Third Class—16s. 3d. per day of 8 hours.

(b) Firemen with less than one year's service after appointment shall be in the third class. Firemen with one year's service and less than two years and six months' service after appointment shall be in the second class. Firemen with over two years and six months' service after appointment shall be in the first class.

(c) Firemen shall be entitled to promotion to the second class after one year's service in the third class, and to the first class after eighteen months' service in the second class.

3. Cleaners.—The rates of pay for cleaners shall be—

17 years and under 18—8s. 11d. per day of 8 hours.
18 years and under 19—10s. 5d. per day of 8 hours.
19 years and under 20—11s. 3d. per day of 8 hours.
20 years and under 21—13s. 3d. per day of 8 hours.
21 years and over—15s. 9d. per day of 8 hours.

4. Washoutmen, Packers, and Trimmers.—The rates of pay for washoutmen, packers, and trimmers shall be—

During first year—19s. 6d. per day of 8 hours.
Thereafter—20s. 7d. per day of 8 hours.

5. Washoutmen's Assistants.—The rates of pay for assistants to washoutmen shall be—

During first year—16s. 3d. per day of 8 hours.
Thereafter—17s. 4d. per day of 8 hours.

9. *Workers performing higher duties.*—(a) Workers called upon to perform higher duties shall, whilst performing such duties, be paid the minimum rate for the higher position, provided such minimum is not lower than the worker's regular rate of pay. This shall apply to cleaners employed on fueling or labouring work at main depots and also at outside depots, provided that the work at such outside depots is for a period of two hours or longer in any one day.

(b) At main depots cleaners shall not be employed on fueling or labouring work except in case of emergency.

(c) Should a cleaner at a running shed be called upon to assist in washing out engines, he shall be paid the minimum rate prescribed for a fireman.

10. *Agreement not to affect present wage.*—Nothing in this agreement shall be construed to reduce the wage of any worker below the rate actually received by him on the date this agreement is issued.

11. *Sustenance Allowance.*—For the purpose of providing sustenance, any worker absent from his "home" station for thirty hours continuously, but not booked off in the meantime, shall receive as expenses five shillings.

12. *Lodging Allowance.*—The following allowance shall be paid to workers covered by this Agreement booked off or temporarily lodging away from their home station.

(a) For the first thirty (30) hours, or part thereof, the sum of five shillings where attended, and six shillings where unattended, barracks are provided, and seven shillings where there are no barracks.

(b) After the first thirty (30) hours and up to seven (7) days, the sum of fourpence per hour, and thereafter threepence per hour, provided that the reduction from fourpence to threepence shall only be made in cases where the worker shall be stationed for over seven (7) days in one place: Provided that a deduction of one shilling per day or night, with a maximum of five shillings per week, shall be made where attended barracks are provided, and a deduction of sixpence per day or night, with a maximum of two shillings and sixpence per week, shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty-four hours.

(c) The allowance shall be calculated from time of booking on to the time of booking off at home station.

(d) A worker booked off or temporarily lodging away from home station in a district carrying a higher allowance than his home station shall receive the higher district allowance, in addition to the allowance specified above, for each twenty-four hours or part thereof whilst in such district, calculated from time of departure from home station to time of departure from foreign station in such districts.

(e) The General Manager may, in his discretion, make any allowances in addition to those provided in the foregoing subclauses, and the head of the branch shall also have discretion to make any such additional allowances not exceeding seven shillings and sixpence per day.

(f) No away from home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train to his home station for the night, or unless approved of by the head of the branch.

13. *Hamper Allowances.*—(a) A driver or fireman attending at a depot with a hamper for a trip for which he is booked and which is cancelled or who shall have received less than two hours' notice of the cancellation of a trip requiring a hamper, shall be allowed five shillings in respect of such hamper.

(b) Any worker having to proceed on an "away from home" job with less than four hours' notice shall be paid an amount of five shillings in addition to ordinary expenses.

(c) Any worker notified between 6 p.m. and 8 a.m. of a "book off" job requiring him to come on duty between those hours shall receive an allowance of five shillings in addition to ordinary expenses.

14. *Sunday Away from Home Station.*—Workers shall not be booked away from their home station for two Sundays in succession where it can be avoided by any reasonable arrangement.

15. *Payment for Travelling Time.*—(a) A worker travelling as passenger going to work away or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time up to a maximum of sixteen hours in one day.

(b) Any fireman travelling as a passenger going out to act as driver, or returning after having acted as driver, and any cleaner going out to act as fireman, or returning after having acted as fireman, shall receive payment for travelling time or waiting time at the minimum rate for the higher grade.

(c) Any driver or fireman who travels as a passenger from home depot to another depot, or *vice versa*, and is then booked off duty, and who has not been on duty prior to travelling, shall be allowed a minimum of two hours from the time of booking on to the time of booking off duty.

(d) Sunday travelling time shall be paid at the same rates and on the same conditions as on week days.

(e) In respect to a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 6 a.m. Provided this shall not operate to reduce the travelling time to be paid for below eight hours in any one day.

(f) A worker when travelling by sea shall be entitled to first class accommodation on the boat, and to one-fourth only of the usual away from home allowance; travelling time shall be paid at ordinary rates, provided that not more than eight hours shall be paid for his travelling time in any one period of twenty-four hours.

16. *Payment when booked on duty and not required.*—(a) Any driver or fireman booked on duty but informed before leaving the shed with his engine that he is not required for work and who is only called upon to attend his engine, shall be paid one quarter day's pay at the rate applicable to that day, but may be called upon for further duty without any further prescribed period of rest as provided for in Clause 17 of this agreement. Any driver or fireman who is booked on duty and is called upon to perform work other than attending to his engine or who has to go out on traffic, shall be allowed not less than four hours' pay at the rate applicable to that day.

(b) Any driver or fireman booked on duty who shall receive two hours' notice at his place of residence or barracks, as the case may be, that he is not required, shall not be entitled to any allowance.

(c) If a cleaner is brought on duty and it is found necessary before he has worked two hours to book him off so that he may be available to take up duty as a fireman, he shall be paid a minimum of two hours at the rate applicable to that day, but may be called upon for duty as fireman without the period of rest prescribed in subclause (f) of Clause 17.

(d) Any worker brought on duty shall receive four hours' pay at the rate applicable to that day, except as provided for in subclauses (a), (b), and (c) hereof.

(e) No worker shall be brought on duty on a Sunday for less than four hours' work.

17. *Minimum time off duty.*—(a) Each driver and fireman shall be allowed off duty at a home station for a minimum of twelve hours and at a foreign station for a minimum of eight hours, except as provided hereunder.

(b) (i) Enginemen leaving home station for a foreign station which may entail booking off at a number of other stations before returning to home depot, shall be booked off for twelve hours and eight hours alternatively.

(ii) If the company find that in any district it would be preferable to have the alternating periods commence with eight instead of twelve, the union agree to favourably consider such alteration.

(c) When enginemen are required to do anything apart from their rostered run, the company to apply the alternating rest period commencing with twelve hours.

(d) In the event of a crew having been booked off at a foreign station for eight hours, and the company find it necessary to again book the same crew off on the return journey, the rest period on the second occasion to be twelve hours, so that no crew will be booked off eight hours twice in succession.

(e) When relieving at a foreign station or temporarily transferred, the temporary station will, for the purpose of this clause, be treated as the home station for the first and each subsequent booking off thereat.

(f) After a cleaner, washoutman, or washoutman's assistant has gone off duty he shall be allowed ten hours off before coming on duty again.

(g) The foregoing conditions shall not apply in cases of emergency requiring the attendance of a worker before the prescribed rest period has elapsed. The shed foreman shall determine as to the nature of such emergency, and direct the worker concerned accordingly in writing; he shall also report each case to his next superior officer.

(h) No worker shall be called or booked up for duty without having the prescribed period of rest while there is another qualified worker available who has had the prescribed rest.

(i) When a worker is brought on duty without the prescribed period of rest he shall be paid continuous duty as from the time he booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of lodging allowance is concerned.

(j) Each driver and fireman booked on duty after 9 p.m. and before 7 a.m. shall be called sufficiently long before the coming on duty to enable him to get to the shed at the time booked.

(k) Drivers and fireman booked off duty at a foreign station where there is a caretaker at the barracks shall be called for duty irrespective of the hour booked on. At stations where there is no caretaker they shall be called if it can be conveniently arranged.

(l) Each driver and fireman being booked off duty on arrival at any shed shall come on duty again at such time, as provided hereinbefore, as they may be directed before leaving the shed, either verbally by the foreman or by the running sheet posted at the shed, except in cases of emergency, when drivers and firemen may be called upon to resume duty at any time.

(m) Drivers and firemen booked on rostered working between the hours of 10 p.m. and 6 a.m. shall, when time permits, be given four hours' notice of any alteration in their working.

(n) Between the hours of 7 a.m. and 5 p.m. each driver and fireman after being booked off duty for twelve hours shall make personal enquiry at the shed as to when he is next required for duty, except when booked adjusting, in which case he shall be notified.

(o) Should a driver or fireman not be able to ascertain before leaving the shed at his home station, either from the foreman or the running sheet, when he shall next be required for duty, he shall be free to assume that he will not be required for twelve hours, and may make his private arrangements accordingly.

Outside those hours he shall be notified at his place of residence at least two hours before being required for duty, provided that he shall have the specified period of rest, viz., twelve hours, before commencing duty.

18. *Transfers.*—(a) When any transfer is ordered by the company the worker transferred shall not lose his right of appeal against the transfer, and if on inquiry it is found that a transfer can be arranged with another worker to suit the convenience of the company, then he shall be re-transferred. A worker transferring from one station to another over one mile distant, involving a change of residence, shall—

(1.) Be paid not less than four pounds for a married man and fifteen shillings for a single man.

(2.) Be paid such further out of pocket expenses (if any) as the General Manager in his discretion shall decide to have been reasonably incurred.

(3.) Be granted free passes for himself and family (including those dependants mentioned in the interpretation of "Married man," and also the mother of a married man permanently residing with and wholly dependent upon him), and free railway transport of his furniture and effects. Where the train is provided with appropriate sleepers, and the worker's journey extends through the night, he and his family shall be supplied with sleeping berths.

(4.) Be paid actual travelling and waiting time up to a maximum of eight hours per day; no overtime rates shall apply.

(b) Any worker who is transferred from one place to another to suit himself shall be entitled to the provisions of Subclause (a)-(3) only.

(c) At least seven days' notice shall be given to a worker required to permanently transfer from one station to another.

(d) A worker shall not be transferred for a lesser period than three months. If required to work temporarily at another depot for relief or other purposes for a lesser period, he shall be paid lodging allowance as per Clause 12.

(e) Workers transferred for a period exceeding three months but which is not expected to exceed six months, for purposes of seasonal or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance of 25s. in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.

Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph, shall in no case exceed the allowance payable under Clause 12.

19. *Holidays.*—(a) Unless by mutual agreement between the General Manager and the union to the contrary, every worker shall, after twelve months' continuous service, be granted twelve days' leave on full pay each year, the whole of which shall be taken at one time in each year. Provided always, that with the consent of the General Manager, holidays may be allowed to accumulate for two years.

(b) Drivers and firemen after twelve months' service shall be allowed an additional four days' holiday in each year on full pay, subject to good conduct.

(c) Workers shall be paid for holidays at the rate of pay they are drawing at or immediately before the time when such holidays are taken.

(d) Every worker, after six months' continuous service, shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the twelve months.

(e) Every year prior to the 31st July a statement shall be posted in each shed showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the 30th June each year, and only leave up to that day shall be granted each year except in cases where leave has been allowed to accumulate.

(g) With the approval of the head of the branch any worker may exchange dates with another.

(h) Sunday conditions shall apply to Good Friday, Christmas Day and Labour Day (*i.e.*, first day of May or first Monday thereafter), and one day shall be added to the annual leave for each Good Friday or Christmas Day so worked: Provided that a worker who returns to his home station or finishes a shift at his home station not later than 4 a.m. on either of those two days, and is not again booked on duty that day, shall be treated as having had a paid holiday.

(i) Any worker shall not be booked up for a paid holiday when standing off duty at a foreign station.

(j) No deduction shall be made from annual holidays for the period a worker is off duty through sickness, unless the absence exceeds three calendar months.

(k) Any worker who may resign or be dismissed from the service for any cause other than for peculation shall be entitled to receive payment for any holidays which may have been due up to the time of leaving the service: Provided always, that if the worker has been dismissed for peculation no claim for holidays shall be recognised.

(l) Cleaners who have acted in the higher capacity for a period of 78 (seventy-eight) days in any one year shall be entitled to *pro rata* good conduct holidays in respect of such year on the basis of one day for each unit of 78 days. Fifty (50) per cent. or over of a broken unit to be reckoned as 78 days; under 50 per cent. to be dropped.

20. *Extended leave of absence.*—Any worker who has been two years or more in the service of the General Manager may, on application, be granted, in addition to his annual leave, extended leave of absence without pay for a period not exceeding twelve months. Failure on the part of a worker to return to his duty within the specified period of leave granted shall be regarded as a resignation, and shall be so treated.

21. *Absence through Sickness.*—(a) Any worker being unable to attend his duty through sickness shall notify the locomotive officer on duty at least three hours before the time he is booked for duty, and he shall also satisfy the locomotive officer that he is unfit to attend to his duties, and if called upon shall provide a medical certificate that he is unable to perform his duties through sickness.

(b) Any worker so absent shall not again be booked up for duty unless he notifies the locomotive officer not later than noon on any day that he is fit to resume.

(c) Any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

22. *Free Passes, Privilege Tickets, etc.*—(a) After twelve months' continuous service all drivers and any ex-drivers who have been regressed (either through reduction in the number of drivers or for physical disability), shall be allowed annually first class passes, and all other workers second class passes, as under:—

One station-to-station pass on the occasion of the annual leave to cover the full term of leave due.

Two privilege passes from one given station to another and return.

In addition to the worker, the passes shall be available for his wife and members of his family under eighteen years of age unmarried, unmarried daughters over eighteen years of age, and the mother of a worker, provided they are resident with and dependent upon him for support.

A widower with his child or children resident with him, and who regularly employs a housekeeper, may, at the discretion of the General Manager, be granted passes for such housekeeper; in like manner unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station-to-station pass for his wife and dependants, as mentioned in Subclause (a) hereof, where it is inconvenient for both to travel at the same time.

(c) Workers who have not had an opportunity of allowing their holidays to accrue owing to having taken leave on individual public holidays shall be granted their station-to-station pass when on special leave up to fourteen days.

(d) After six months' continuous service a worker shall be entitled to the passes mentioned in the Subclause (a) in proportion to length of service. Should a worker through illness be unable to use his station-to-station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holidays.

(f) Workers in isolated parts may be issued free passes, at the discretion of the head of the branch, for the purpose of obtaining medical attention.

(g) Free passes shall not apply to Race Specials, Guaranteed Specials, or Special Excursion Trains within a fifty miles radius, or when in the opinion of the stationmaster at the station where the worker desires to commence his journey there is not ample room on the train.

(h) Market Passes.—Workers stationed outside suburban areas will be issued market passes once per month to the most convenient market town. The passes may be issued in favour of the worker, his wife, or his housekeeper, and children between the ages of five and fourteen years. A worker's wife or housekeeper may be granted a market pass once per fortnight if required.

(i) Free Freight.—Domestic supplies, up to a maximum weight, fortnightly, of 2cwt. for married men and 1cwt. for single men, shall be carried free by rail to home station from the most convenient market town, and, in addition, meat, bread, vegetables, and dairy produce, when not obtainable locally, shall be carried free from the nearest town where same are procurable.

All supplies must be for the sole use of the worker and his family.

(j) Market Towns.—The following shall be approved market towns: Midland Junction, Moora, and Walkaway.

(k) Privilege Tickets.—After six months' continuous service a worker shall be allowed privilege return tickets for himself, wife, and members of his family under eighteen years of age, also unmarried daughters over eighteen years of age, provided they are resident with and dependent upon the worker's earnings. The charge for privilege tickets to be half the single fare for the return journey, with a minimum of 1s. for adults and 6d. for children.

(m) For the purpose of this clause a member of the family shall be deemed to be dependent, provided such member's income does not exceed fifteen shillings per week, exclusive of old age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

23. *Season Tickets.*—Second class season tickets at half the ordinary season ticket rates shall, on application, be issued to any worker to enable him to travel between the place of occupation and the station nearest to which he resides on the company's railway.

24. *Hours of Duty and Overtime Payment.*—(a) All time (exclusive of Sunday time) worked in excess of forty-four hours in any one week shall be paid at the rate of time and a-quarter.

(b) All time worked in excess of eight hours in any one shift shall be paid for as under:—

First two hours—Time and a-quarter.
Next two hours—Time and a-half.
Thereafter—Double time.

(c) Time worked between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and a-half.

(d) The General Manager shall arrange as far as practicable that shifts shall not exceed eight hours, and except in cases of emergency, where relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten hours.

(e) Time on which overtime rates as per Subclause (b) is payable will not be subject to the extra rate provided for in Subclause (a).

(f) The General Manager shall guarantee to each worker a full week's work of forty-four hours, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of his employees, or for any other cause beyond his control, he is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

(g) An employee of the General Manager (such employee to be a member of and to be nominated by the union) shall be permitted to attend the Company's Biennial Time-table Conference as representative of the union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The employee so acting shall be paid by the General Manager his ordinary wages, travelling time and expenses as provided in the agreement.

25. *Seventh Shifts.*—(a) Six shifts will constitute a week's work, except in special cases of unavoidable short runs, such special cases to be arranged between the company and the union.

(b) If less than forty-four hours have been worked in the six shifts, the time for the six shifts will be made up to forty-four hours, and the seventh shift will be paid for at:—

(i) Ordinary rate for time equivalent to time made up.
(ii) Overtime rate for balance.

(c) Where train crews (excepting those employed on shunting engines) work a continuous shift—Sunday into Monday—such shift, unless it extends into four hours on Monday, will not be counted as one of the six week-day shifts.

26. *Duty in Excess of 10 Hours.*—Each month the Head of the Branch will, on receipt of a request from the general secretary of the union, supply a statement showing all instances where workers have been kept on duty longer than ten hours continuously.

27. *Permanent Staff.*—All workers over twelve months in the service shall be placed on the permanent list, and shall be entitled to all privileges of permanent workers.

28. *Knowledge of Roads.*—Should the requirements of the service necessitate that a driver shall run over a road with which he is not fully acquainted, he shall be provided with a pilot man. Such pilot man shall be either a locomotive inspector, driver, or fireman authorised to drive. In cases where a driver is removed from one depot to another he shall be given facilities to learn the road without loss of his driver's pay.

29. *Examination.*—(a) Each driver, fireman, or cleaner who is called on for examination shall have fourteen days' notice of the date on which he will be examined, and sample questions given for each subject.

(b) Each candidate shall be allowed to try three times at intervals not exceeding four months. If he does not pass, a further trial shall be allowed at the expiration of twelve months from the previous examination. If then unsuccessful, he shall be considered to have finally failed.

(c) All questions shall be put clearly and without ambiguity, and each candidate shall be allowed all reasonable latitude in asking the examiner to make each question clear, and a driver, member of the union, shall be present at all *viva voce* examinations, but he shall not in any way interfere with or interpose in the conduct of the proceedings.

(d) The candidate who fails to pass his examination shall be furnished with a copy of the questions he failed to answer correctly.

(e) A worker who has lost his seniority through failing to pass the examination shall, on subsequently passing, be classified next to the worker who passed examination previously to him.

(f) The examiner shall be appointed by the Head of the Branch, to whom he shall report fully the result of such examination, and the decision of the Head of the Branch shall be final.

30. *Preparing and Stabling Engines.*—(a) Each driver and fireman shall, if required to do the work, be granted the following allowance for preparing and stabling engine over and above the time required by the Traffic Branch:—

Preparing:
Main line engines—45 minutes.
(To apply to shunting engines prepared for running on main line.)
Shunting engines—30 minutes.
Stabling: All engines—30 minutes.

(b) When stabling engines at outstations (that is, where less than six engines are stabled), a half hour extra shall be allowed the fireman for banking fire, or cleaning fire, ashpan, and smoke box.

(c) When a fireman has to raise steam in a boiler at a foreign depot he shall be allowed two hours in addition to ordinary preparing time in case of a cold boiler, and one and a-half hours in case of a warm boiler. A boiler which has been out of traffic for twenty-four hours shall be regarded as a cold boiler.

(d) Provided that the General Manager may relieve drivers and firemen from duties of preparation and stabling and employ other workers who are qualified drivers and firemen to carry out such duties.

31. *Special Shed Duty.*—(a) At sheds where six or more engines are stabled, the duties of cleaners shall be to clean engines, scour fronts, light up engines, attend to water and steam as may be arranged and directed by the officer-in-charge.

(b) The duties of drivers and firemen, where six or more engines are stabled, when stabling engines, shall be to turn engines, examine engines over pit, take water, lock away all tools, and place engine for coal or in shed, as the case may be. The banking of fire shall be done by the fireman, whose duties shall be to keep all cab fittings, etc., on the footplate in a clean condition from the time of leaving shed until return thereto.

(c) At sheds where less than six engines are stabled, the duties of cleaners shall be to clean engines, light up, attend to water and steam. Cleaners may also be used for fueling and other work, subject to the conditions of Clause 9 (a).

(d) Cleaners working with shed-drivers employed in marshalling engines at principal depots shall be paid fireman's rate of pay. This duty to be called "shed-firing."

(e) At sheds where less than six engines are stabled, the duties of the fireman will be to clean out smoke-boxes and ashpans, scour fronts, and keep all fittings, etc., on the footplate clean, take coal and water, bank fires. After a fireman has been on duty for more than eight hours, he shall be relieved of the duty of cleaning fires, smoke-boxes, and ashpans, unless the case is one of emergency and it is not possible, in the circumstances, for other arrangements to be made to carry out such work.

(f) At sheds where less than six engines are stabled, the duties of the drivers will be to turn engines, examine engines over pit, put engines in position to take coal and water, and stable engines.

(g) In addition to the foregoing, drivers and firemen, when stabling engines, may, provided they have not been on duty in excess of eight hours, be called upon to perform any other duty appertaining to their respective grades, and time allowance shall be made for so much of such work as cannot be performed in the period allowed for stabling.

(h) The work of cleaning fires and ashpans of engines going into locomotive depots shall be done by the shed staff where such labour is now available.

32. *Discipline.*—The Head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any worker and to remove any driver or fireman from a locomotive footplate: Provided always that the notification to a worker of any such action shall be in writing, and shall state the reason of same being taken.

33. *Charges against workers.*—(a) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(b) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing, such worker shall either be furnished with a copy of such statement or be allowed to take a copy of it.

(c) If in the opinion of the foreman, the action of any worker should be reported to the head of the branch it shall be done—

(1) Where a worker is stationed at a main depot, within seven days of the foreman's first knowledge of the occurrence.

(2) Where the worker is stationed at a sub-depot, within ten days of the person's in charge first knowledge of the occurrence.

The worker shall at the same time be notified by the foremen that he is reported, otherwise such report shall be null and void: Provided that when a worker reports on his daily running sheet an irregularity or other occurrence in which he is concerned to the Company, it shall not be necessary for the foreman to notify such worker that he has been reported to the head of the branch. When a charge has been made against any worker, he shall be supplied with a copy of such charge and any reports upon which it is based.

(d) If a final decision in any case in which a charge has been made against a worker be not given within three calendar months of the occurrence of the offence, the charge in question shall lapse.

34. *Secretary's leave and pass.*—The General Manager will grant leave on full pay for a continuous period, or otherwise, of thirty days in each year to the Secretary (should such secretary be a railway servant) to enable him to attend exclusively to the union work, and a free pass will be issued to the Secretary, whether a railway servant or not, for that period, but may be withdrawn at the General Manager's discretion, such pass to be used exclusively for union work and not for political purposes.

35. *Union notices.*—Notices relating to meetings or classes in connection with the union shall be allowed to be exhibited at such places as may be approved by the General Manager.

36. *Seniority.*—The seniority of the workers is in accordance with the position in which their respective names appear on the list submitted by the petitioners with their petition.

37. *Appeal.*—Any worker fined, reduced to a lower class, grade, or dismissed, shall have the right of appeal, and such appeal shall be dealt with by the Appeal Board constituted as follows:—His immediate head and an employee of his particular branch, with the General Manager as Chairman, and at the hearing of such appeal the union shall be represented by the General Secretary.

38. *Alterations and Additions.*—If during the currency of an award or agreement between the Company and the Union or Unions representing its employees, any alteration or addition to an existing award or agreement between the Commissioner of Railways and a Union or Unions representing his employees is agreed upon, the Union shall notify the Company within 10 days after any alteration or addition has been agreed to, and such alterations or additions shall automatically apply to the employees of the Company from the same date as it applies to the employees of the Commissioner: Provided that should the Company, within 21 days of any such alteration or addition being made, notify in writing the Union or Unions concerned that the Company objects to being bound by such alteration or addition, and within the same period of 21 days submits the question or questions involved for the decision of the Court of Arbitration, the question of whether the Company shall be bound by the said alteration or addition shall be subject to the determination of the Court, whose decision, if in the affirmative, shall operate as from the date the alteration or addition became operative in the Government service.

Signed for and on behalf of the Midland Railway Company of W.A., Ltd., this twenty-first day of January, 1926, in the presence of—A. J. Brown.

J. J. POYNTON,
General Manager.

Signed for and on behalf of the Midland Railway Employees' Industrial Union of Workers this twenty-first day of January, 1926, in the presence of—A. J. Brown.

W. J. BRUCE,
President.

JAS. BROWN,
General Secretary.

ENGINE-DRIVERS (COLLIERIES), SOUTH-WEST LAND DIVISION.

(Registered 16th February, 1926.)

No. 7 of 1926.

THIS agreement, made in pursuance of the "Industrial Arbitration Act, 1912," this tenth day of February, one thousand nine hundred and twenty-six, between The Amalgamated Collieries of W.A., Limited, and The Premier Coal Mining Company, Limited (hereinafter called "the employers") of the one part, and The Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers, being an Industrial Association duly registered under the provisions of the said Act, whose registered office is situated at No. 17, Trades Hall, Perth (hereinafter called "the Association"), of the other part; witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree as follows:—

1. *Area.*—This agreement shall operate over the Coal Mining Industry in the South-West Land Division of Western Australia.

2. *Term of Agreement.*—The currency of this agreement shall be for three (3) years from the date hereof, providing that at any time after the expiration of twelve months from the date hereof either party may open negotiations to alter or amend same.

3. *Rate of Wages.*—The minimum rate of wages which shall be paid by the employers to the classes of workers in their employment hereunder specified shall be as follows:—

	Per shift of 7 hours.		
	£	s.	d.
Haulage Engine-drivers ..	1	0	3
Engine-drivers (Shakers) ..	1	1	0
Firemen	0	18	11

(a) In addition to the above rates sixpence extra shall be paid to engine-drivers and firemen working afternoon and night shifts.

(b) The foregoing rates are based on a seven-hour shift. If necessary, to preserve the rotation of shifts, one hour extra shall be worked at ordinary rates. Each day to stand by itself.

(c) On Pay Saturday five hours' actual work shall constitute a shift and shall be paid for as such.

4. *Overtime Rates.*—Overtime rates shall be paid after eight hours on eleven days in the fortnight and after six hours on Pay Saturday.

All time worked in excess of the eight-hour or six-hour shift, as the case may be, shall be deemed overtime, and shall be paid for at time and a-half rates; except in so far as the excess is owing to an arrangement between the employees themselves or is necessary for effecting periodical rotation of shifts.

5. It shall be part of the duties of haulage engine-drivers to look after generators and dynamos, but no reduction shall be made in the wages of haulage engine-drivers if during any shift they are not called upon to do any haulage.

6. The foregoing rates are based on the existing price of coal, namely, nineteen shillings per ton at the pit's mouth, and for every penny increase or decrease in the said existing price the said wages shall increase or decrease one penny per shift. For the purpose of fixing the increase or decrease in the price of coal as aforesaid, regard shall be had only to the maximum price paid by the Commissioner of the Western Australian Government Railways.

7. *Minimum Time.*—Haulage engine-drivers and firemen shall be guaranteed a minimum of eleven (11) shifts per fortnight. Other engine-drivers shall be guaranteed work in the ratio of five shifts to four shifts worked by the mine.

8. *Crib Time for Firemen.*—On day shift (Sundays, Pay Saturdays, and specified holidays excepted) the Companies to provide relief for firemen during "crib time"; the limit of such "crib time" shall be in conformity with the approved custom of the Collie Coalfields District. The period specified for such "crib time" shall be immediately after the other employees at the mines' specified "crib time." The firemen relieved to be responsible for the proper firing of the boilers.

9. *Sundays and Holidays.*—The days to be observed as holidays are Anniversary Day, Anzac Day, Labour Day, Easter Monday, Good Friday, Boxing Day, Christmas Day, New Year's Day, and State and Federal election days when contested.

All work performed on Anniversary Day, Christmas Day, Good Friday and Labour Day shall be paid for at double time rates, and all work performed on Sundays, Anzac Day, Easter Monday, Boxing Day, New Year's Day and State and Federal election days when contested shall be paid for at time and a-half rates.

Every worker shall be entitled to an annual holiday not exceeding fourteen consecutive days in addition to the above-mentioned holidays, such holidays to be taken at a time which will cause the least inconvenience to the employer.

Any worker called upon to work on Sundays or holidays shall be paid a minimum of four hours at overtime rates.

10. *Reduction of Hands.*—In the event of the manager deeming it necessary to reduce hands, the last man employed in the particular class of work in which the reduction of hands is to be made shall be the first man to go, but in the event of such worker having been shifted from one class of work to another, then he shall be treated as if he were employed at his last job from the date he signed on at the mine. In the event of re-employment of hands by the manager, the last man off shall be the first man on in that particular class of work at which he was previously employed.

11. *Preference.*—That preference of employment shall be given to members of the Federated Engine-drivers and Firemen's Association of Australasia (Collie Branch). Every worker engaged by the employer shall within three weeks of his engagement become a member of the union, and the union herein agrees to accept him as a member.

12. *Local Arbitration Clause.*—Any matter in dispute of any kind whatever, in connection with the working conditions, discharge of workmen, or any other thing not provided for in this agreement, shall forthwith be referred to a board of arbitration consisting of the employer or his manager and the local secretary of the union or his representative for amicable settlement. Failing a settlement, the arbitrators so appointed shall appoint an umpire to decide the matter in dispute. Should they fail to agree upon an umpire within forty-eight hours, the Inspector of Mines for the district shall act as umpire and the decision of such person shall be final. There shall be no cessation of work whilst a settlement is being arrived at. The persons appointed as a board of arbitration as herein provided may, when determining any dispute referred for their arbitrament, direct that the costs (if any) occasioned by the proceedings shall be paid by one specified party or parties to the other or others, and the parties to this agreement shall abide by and literally comply with any such direction.

13. *Existing Customs and Conditions.*—This agreement is based on existing customs and conditions not inconsistent with this agreement.

Signed on behalf of The Amalgamated Collieries of W.A., Ltd., in the presence of—D. J. Coleman.

E. E. LUMB.

Signed by The Premier Coal Mining Company, Limited, in the presence of—David Logan.

J. B. RYAN.

Signed by the Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers, in the presence of—

G. A. BRADSHAW,
General President.

[L.S.]

J. BREYDON,
General Secretary.

ENGINEERS—SOUTH-WEST LAND DIVISION.

(Amendment of No. 64/1925. Registered 1st March, 1926.)

No. 8 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this thirtieth day of January, One thousand nine hundred and twenty-six, between The Sawmillers' Association of W.A.; Bunning Brothers, Limited; Kauri Timber Company, Limited, and Millars' Timber and Trading Company, Limited (hereinafter called "the Employers"), of the one part, and The Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers (hereinafter called "the Association"), of the other part.

Whereas by an Agreement made in pursuance of the said Act between the employers, of the one part, and the association, of the other part, bearing date the twenty-first day of November, One thousand nine hundred and twenty-five, and registered in the Court of Arbitration on the twenty-eighth day of November, One thousand nine hundred and twenty-five, and numbered 64/1925, certain terms and conditions were prescribed for the employment of apprentices; and whereas it has been agreed between the employers and the association that such terms and conditions shall be varied in manner hereinafter appearing: Now this Agreement witnesseth that in consideration of the premises, the parties hereto mutually covenant and agree the one with the other as follows:—

1. From and after the date hereof Clause 20 of the said recited Agreement shall be deemed to be deleted therefrom and the following clause inserted in lieu thereof:—

"20. *Apprentices.*—(a) Apprentices shall be allowed to the following trades:—

1. Patternmaking.
2. Motor Mechanics.
3. Coppersmithing.
4. Blacksmithing.
5. Brass Finishing.
6. Turning.
7. Fitting.
8. Electrical fitting.
9. Universal milling machining.
10. Machining (including milling machining other than universal milling machining).

(b) The term of apprenticeship shall be for a period of five years, and no person shall commence his apprenticeship before attaining the age of fifteen years nor shall he commence his apprenticeship after he shall attain the age of seventeen years.

(c) No premium shall be paid to or accepted by any employer for taking apprentices.

(d) The minimum rate of wage payable to apprentices shall be:—

	Per week. £	s.	d.
First year	0	17	6
Second year	1	3	0
Third year	1	17	0
Fourth year	2	15	0
Fifth year	3	10	0

(f) If there shall be no technical or other approved school situate within a reasonable distance of an employer's establishment, the employer shall provide a course of technical training for apprentices with a correspondence school approved by the association.

(g) The proportion of apprentices to journeymen shall not exceed the proportion of one apprentice to every three or fraction of three journeymen."

2. Subject to these presents (which are intended to be supplemental to and read as one therewith), the said recited agreement and the provisions and conditions and stipulations thereof shall continue and remain in full force and effect and be otherwise unaffected hereby.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed for and on behalf of The Sawmillers' Association of W.A., in the presence of,—
M. H. J. Otto.

NORMAN TEMPERLEY,
President.

Signed for and on behalf of Bunning Brothers, Limited, in the presence of,—
M. H. J. Otto.

ROBERT BUNNING,
Director.

Signed for and on behalf of Kauri Timber Company, Limited, in the presence of,—
F. V. Pearson.

R. MALCOLM SMITH,
Manager.

Signed for and on behalf of Millars' Timber and Trading Company, Limited, in the presence of,—
M. H. J. Otto.

NORMAN TEMPERLEY,
General Manager.

The Common Seal of The Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers was affixed hereto, in the presence of,—
H. V. Symons.

H. BALINSKI,
President.

S. FAULL,
Secretary.

ENGINE-DRIVERS AND FIREMEN—GOVERNMENT RAILWAYS.

(Registered 1st March, 1926.)

No. 9 of 1926.

THIS Agreement made in pursuance of "The Industrial Arbitration Act, 1912," this twenty-seventh day of February, 1926, between the Commissioner of Railways (hereinafter referred to as "the Commissioner"), of the one part, and the Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers (hereinafter referred to as "the Union"), of the other part: Whereby it is mutually agreed by and between the parties hereto as follows:—

1. *Definitions.*—"Casual Hand" in this agreement means any worker other than the regular operating staff and who is employed for not more than six months continuously.

"Turbine-driver" shall mean and include any worker who starts, stops, or operates turbo-alternators or feed pumps, and attends generally to the duties attached to same.

"Auxiliary Plant Attendant" shall mean and include any worker who starts, stops, and operates the circulating and air pump motors in turbine basement; attends to condensing plant, also high pressure pumps, compressors, and seepage pumps, rotary screens, etc., and attends to the bearings of the machinery in connection with the above.

"Greaser" shall mean and include any worker employed in lubricating or oiling any engine, machinery or shafting.

"Fuelman" shall mean and include any worker employed in connection with the unloading of coal.

2. *Scope of Agreement.*—This agreement shall operate over the Western Australian Government Generating Station at East Perth.

3. *Term of Agreement.*—This agreement shall operate from the first day of March, 1926, and shall remain in force for 3 years from that date: Provided that the rates of pay will be subject to amendment in accordance with the provisions of "The Industrial Arbitration Act Amendment Act, 1925," and provided also that at any time after the expiration of twelve months either party shall have the right to approach the Court of Arbitration for amendment to the margins only which are herein provided over and above the basic wage.

4. *Rates of Pay.*

Basic wage—£4 3s. 4d. per week.

The respective minimum rates of pay for the several classes of workers covered by this agreement shall be as follows:—

	Per day of 8 hours. s.	d.
Turbine Driver	19	1-9/11
Auxiliary Plant Attendant	17	6-2/11
First Fireman	18	7-3/11
Second Fireman	17	6-2/11
Greaser	17	6-2/11
Boiler Cleaner, Leading Hand ..	17	9-5/11
Boiler Cleaner	16	8-4/11
Coal Conveyorman	16	8-4/11
Ash Exhaustman	16	8-4/11
Trimmer	16	2-10/11
Fuelman	16	2-10/11
Casual Fuelman and Labourer ..	17	4
Electric Loco. Engine-driver ..	19	6-2/11
Shunter	16	2-10/11
Crane-driver (Electric)	16	2-10/11
Junior Workers—		
14 to 15 years of age	4	9-9/11
15 to 16 years of age	6	2-8/11
16 to 17 years of age	7	5-5/11
17 to 18 years of age	9	0-8/11
18 to 19 years of age	10	11-5/11
19 to 20 years of age	12	10-2/11
20 to 21 years of age	15	1-3/11

Dirty work: One shilling per day additional shall be paid to workers while on boiler-cleaning work and when working in coal bunkers and ash receivers.

Three shillings per day additional shall be paid to workers while cleaning condensers and suction pipes.

5. *Hours of Duty.*—(a) The ordinary working hours (exclusive of Sunday time) shall be eight hours per day on five days of the week and four hours on one day of the week: Provided that where workers are employed on shifts the working hours may be forty hours worked on five days in one week and forty-eight hours worked on six days in the following week.

(b) Workers other than casuals shall, so far as the business of the Department will permit, be entitled to a full fortnight's work.

6. *Overtime Rates.*—(a) All time worked in excess of the usual working hours in any one day shall be paid for at the rate of time and a-quarter for the first four hours and thereafter at time and a-half.

(b) All work performed on Sundays, Christmas Day, Good Friday, and Eight Hours' Day shall be paid for at the rate of time and a-half, and a worker working and paid at such rate on either of those days shall not thereby lose his claim to a paid holiday under Clause 8 hereof.

(c) Any worker brought on duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work exclusive of meal times is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

(d) Should the conditions regarding overtime rates as set forth in Clause 4 of Engineers' Award Nos. 4 and 6 of 1921 be altered by the Court of Arbitration during the currency of this agreement, similar alterations shall be made to this clause.

7. *Retirement.*—(a) No worker, other than casual hands, after six months' continuous service, shall leave the Department until the expiration of fourteen days' written notice of his intention to do so without the approval of the Commissioner.

(b) Fourteen days' written notice shall be given by the Commissioner to any such worker, other than casual hands, whose services are no longer required, and the reason for dismissal shall be given: Provided that this subclause shall not apply to cases of summary dismissal for misconduct or to workers or casual hands for whom the Commissioner is unable to find work by reason of any action on the part of any of his employees, or for any other cause beyond his control.

8. *Holidays.*—(a) Every worker shall, after twelve months' continuous service, be granted twelve days' leave on full pay in each year. Should any worker be booked off and paid or granted leave with pay on any public holiday, such holiday shall be deducted from the twelve days. Three days additional holidays shall be granted to workers who work twelve Sundays or more in any one year. Annual holidays to be allowed to accumulate for two years if desired. The pay for each day's leave shall be one-sixth of the pay for forty-four hours' work.

(b) Workers shall be paid for annual holidays at the rate of pay they are drawing at or immediately before the time when such holidays are taken.

(c) Every worker, after six months' continuous service, shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the twelve months.

(d) No deduction shall be made from annual holidays for the period any worker is off duty through sickness, unless the absence exceeds three calendar months.

(e) Subject to the proviso hereto, any worker who may resign or be dismissed from the service shall be entitled to receive payment for any holidays which may be due to him up to the time of leaving the service: Provided that if a worker be dismissed for disobedience of lawful orders, for being under the influence of liquor, or for drunkenness, he shall be entitled to be paid only for such leave (if any) as has accumulated from a previous year, and if dismissed for peculation he shall not be entitled to any payment for leave or holidays accumulated or otherwise.

(f) Each employee after twelve months' service shall be granted a station to station railway pass during the period of his holidays.

9. *Workers performing Higher Duties.*—(a) Any worker called upon to perform work carrying a higher minimum than his regular pay shall be paid such higher minimum.

(b) Should a vacancy or temporary vacancy occur in any of the higher grades, the senior employee shall be entitled to promotion to the vacancy, providing he is considered competent to fill the higher grade.

10. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the Commissioner, and in default of such an agreement within twenty-four hours after such worker shall have applied to the secretary of the union stating his desire that such wage should be agreed upon, such wage shall be fixed by the most convenient resident or police magistrate upon the application of such worker after twenty-four hours' notice in writing shall have been given by him to the said secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the secretary and after lodging the application mentioned, and pending the magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have again been fixed at the instance of the said secretary in the manner prescribed. The secretary of the union may, by writing under his hand, appoint an agent or substitute to represent the union at the hearing of the application before the magistrate.

11. *Preference.*—Preference of employment in respect of tasks for which rates of wages are specified in this agreement shall be given to members of the Federated Engine-drivers and Firemen's Association of Workers of Western Australia.

The Common Seal of the Commissioner of Railways was hereunto affixed by—

[SEAL] (Sgd.) H. POPE,
Commissioner of Railways.

In the presence of—(Sgd.) A. A. Letch.

The Seal of The Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers was hereto affixed in the presence of, and this agreement executed by and on behalf of the Union, by—

(Sgd.) G. A. BRADSHAW,
[SEAL] General President.

(Sgd.) J. BREYDON,
General Secretary.

ENGINE-DRIVERS (COAL MINING), SOUTH-WEST LAND DIVISION.

(Registered 15th March, 1926.)

No. 10 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this the fourth day of March, One thousand nine hundred and twenty-six, between The Amalgamated Collieries of W.A., Limited, and The Premier Coal Mining Company, Limited (hereinafter called "the Employers"), of the one part, and The Amalgamated Society of Engineers' Industrial Union of Workers, Collie Branch, and The Australasian Society of Engineers, Collie River District, Industrial Union of Workers, being Industrial Unions duly registered under the provisions of the said Act (hereinafter called "the Union"), of the other part.

Witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree as follows:—

1. *Area.*—This Agreement shall operate over the coal mining industry in the South-West Land Division of Western Australia.

2. *Term of Agreement.*—The currency of this Agreement shall be for three (3) years from the date hereof, providing that at any time after the expiration of twelve months from the date hereof, either party may open negotiations to alter or amend same.

3. *Rate of Wages.*—The minimum rate of wages which shall be paid by the employers to the classes of workers in their employment hereunder specified shall be as follows:—

	Per shift of 7 hours.		
	£	s.	d.
Fitters	1	1	0
Turners	1	1	0
Blacksmiths	1	1	0
Electricians	1	1	0
Skip-builders or Millwrights ..	1	1	0
Tool Sharpeners	1	0	0
Blacksmith's Strikers	0	19	0
Fitter's Labourers	0	18	0

Further, that present margins shall be maintained.

The foregoing rates are based on the existing price of coal, namely, nineteen shillings per ton at the pit's mouth, and for every penny increase or decrease in the said existing price, the said wages shall increase or may decrease one penny per shift. For the purpose of fixing the increase or decrease in the price of coal, as aforesaid, regard shall be had only to the maximum price paid by the Commissioner of the Western Australian Government Railways.

In addition to the above mentioned rates, sixpence per day extra shall be paid to employees working afternoon or night shift.

4. *Apprentices.*—The employer taking an apprentice or a probationer shall within fourteen days thereafter register such apprentice or probationer by giving notice

thereof to the Clerk of the Court of Arbitration on the prescribed form. A probationary period of three months previous to being bound shall be allowed. Such probationary period to be deemed part of the apprenticeship.

(a) The number of apprentices allowed to the employer shall be in the proportion of one apprentice to three or part of three tradesmen employed by him on the particular branch of work. The term of apprenticeship shall be five years. Apprenticeship shall not commence before the apprentice is fifteen years of age.

(b) Should the employer from unforeseen circumstances be unable to carry out his obligations to his apprentice, he shall be allowed to transfer the apprentice to complete his term to another employer, but it shall be incumbent on the former employer to notify the Clerk of the Court of Arbitration of the date of said transfer on the prescribed form. It shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him. When an apprentice cannot be usefully employed because of a strike, the employer shall be relieved of his obligations under the apprenticeship contract during the period of the strike.

(c) Slackness of work may form a proper ground of transferring an apprentice to an employer willing to take the responsibility of teaching him; when an apprentice is discharged, notice in the prescribed form shall be given to the Clerk of the Court of Arbitration.

(d) The minimum wage payable to an apprentice shall be for the first year 25s. per week; second year 35s. per week; third year 50s. per week; fourth year 70s. per week; fifth year 90s. per week.

(e) Every apprentice shall be bound to attend such classes at the technical school or continuation classes as are provided for his trade.

5. *Hours.*—Forty hours shall constitute a week's work on pay week and forty-two hours in the back week. No day's work shall exceed seven hours, but on Pay Saturday five hours shall be worked and paid for as seven hours. These hours are exclusive of crib time.

6. *Overtime Rates.*—For all work done beyond the hours of duty on any week day other than a holiday, payment shall be made at the rate of bare time for the first hour and time and a-half thereafter.

(a) For all work performed on Anniversary Day, Christmas Day, Good Friday, and Labour Day double time rates shall be paid, and for all work performed on Sundays, Anzac Day, Easter Monday, Boxing Day, New Year's Day, and contested State and Federal Election Days shall be paid for at time and a half rates.

(b) Any worker called upon to work on Sundays or holidays shall be paid a minimum of four hours at overtime rates.

(c) In the event of a worker who has been employed on day work being required to work during afternoon or night shift, such worker shall be paid at overtime rates.

7. *Wet Work.*—If any worker under this Agreement has to work in water, *i.e.*, if he has to stand in water while working, or water drips on him while working, he shall be paid the sum of 2s. 3d. per shift extra.

8. *Holidays.*—The days to be observed as holidays are:—Anniversary Day (26th January), Anzac Day, Labour Day, Easter Monday, Good Friday, Boxing Day, Christmas Day, New Year's Day, and Contested State and Federal Election Days.

9. *Annual Leave.*—Every worker shall be entitled to an annual holiday of twelve days in addition to the above-mentioned holidays, such holidays to be taken at a time which will cause the least inconvenience to the employer.

10. *Reduction of Hands.*—In the event of the manager deeming it necessary to reduce hands, the last man employed in the particular class of work in which the reduction of hands is to be made shall be the first man to go, but in the event of such worker having been shifted from one class of work to another, then he shall be treated as if he were employed at his last job from the date that he signed on at the mine.

In the event of the management re-starting workers, the last man off shall be the first man to be put on if available.

11. *Record Book.*—A record or time book shall be kept by each employer in which record or time book shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week; the said record or time book shall be open to the inspection of the accredited representative of the society at any time during the working hours, and he shall be allowed to take necessary extracts therefrom.

12. *Local Arbitration Clause.*—Any matter in dispute of any kind whatever, in connection with the working conditions, discharge of workmen, or any other thing not provided for in this Agreement, shall forthwith be referred to a Board of Arbitration consisting of the employer or his manager, and the local secretary of the union or his representative for amicable settlement. Failing a settlement the arbitrators so appointed shall appoint an umpire to decide the matter in dispute. Should they fail to agree upon an umpire within forty-eight hours, the Inspector of Mines for the district shall act as umpire and the decision of such person shall be final. There shall be no cessation of work whilst a settlement is being arrived at. The persons appointed as a Board of Arbitration as herein provided may, when determining any dispute referred for their arbitrament, direct that the costs (if any) occasioned by the proceedings shall be paid by one specified party or parties to the other or others, and the parties to this Agreement shall abide by and literally comply with any such direction.

13. *Preference.*—All workers under this Agreement must be members of one of the unions mentioned herein. Every worker engaged by the employer shall, within three weeks of his engagement, become a member provided that the right to be a member shall apply to the Chief Mechanical Engineer or Chief Electrical Engineer, where the positions are held by separate persons at each mine when this Agreement was made, and also to any person who may fill these positions in the future, and said engineers shall not be liable to be called upon to leave work when a strike or lock-out takes place, and the union herein agrees to accept him as a member.

14. *Existing Customs and Conditions.*—This Agreement is based on existing customs and conditions not inconsistent with this Agreement.

Signed on behalf of the Amalgamated Collieries of W.A., Limited, in the presence of,—
D. J. Coleman.

E. G. LUMB.

Signed by The Premier Coal Mining Company, Limited, in the presence of,—
David Logan.
(Seal.) JOHN JOHNS.

Signed by the Amalgamated Society of Engineers' Industrial Union of Workers, Collie Branch, in the presence of,—
J. W. Lloyd.

C. AINSWORTH,
President.
(Seal.)
GEO. HAY,
Secretary.

Signed by the Australasian Society of Engineers, Collie River District Industrial Union of Workers, in the presence of,—

Joseph C. Wall.

MATTHEW A. GUELPA,
(Seal.) President.

ROY L. F. PEARCE,
Secretary.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that....., of....., has entered my service on probation as an apprentice to the.....branch of the Engineering Trade, on the.....day of.....192 .

Dated the.....day of....., 19 .

.....
Employer's signature.

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned have entered into contract of apprenticeship whereby the employer agrees to teach and the apprentice agrees to serve the employer and to learn the.....branch of the Engineering Trade, in accordance with the terms and conditions of the Agreement.

Dated the.....day of....., 19 .

The term of service began on the.....day of ....., 192 .

The wages agreed to be paid by the employer to the apprentice are such as may from time to time be fixed by this Agreement, in the said trade.

Dated the.....day of....., 19 .

Signature of Apprentice.....
Signature of Parent or Guardian.....
Signature of Employer.....

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that....., who entered my employ as an apprentice to the..... branch of the Engineering Trade on the.....day of ....., 19 , has been transferred to the employment of.....

Dated the.....day of....., 192 .

Signature of former employer.....
Signature of new employer.....

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the Engineering Trade....., who entered my service on the.....day of....., 19 .

The cause of the said discharge was.....

Dated the.....day of....., 192 .

Signature of Employer.....

Form 4.

I hereby certify that....., of....., has satisfied the Examiners of his competency in the .....branch of the Engineering Trade at the examination proper to the.....year of his service as an apprentice.

Dated the.....day of....., 19 .

.....
Clerk of the Court of Arbitration.

Form 5.

Western Australia.

Certificate of Competency.

This is to certify that....., of....., has served his full term of apprenticeship to the..... branch of the Engineering Trade.

Signature of Employer.....

This is to certify that the above-named apprentice has passed all examinations in accordance with the said Agreement.

Dated the.....day of....., 19 .

.....
Clerk of the Court of Arbitration.

SHOP ASSISTANTS AND WAREHOUSE EMPLOYEES—GERALDTON.

(Registered 19th March, 1926.)

No. 11 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," made this 10th day of March, One thousand nine hundred and twenty-six, between The Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A. (Geraldton Branch), (hereinafter called "the Union"), of the one part, and William Oswell; Frank Green & Co.; Sydney Fong & Co.; Carter & Co.; Millars' Timber and Trading Company, Ltd.; Bell & Co.; C. & H. Locke; Ezywalkin; E. Snell; Jos. Johnston; and The Geraldton and District Co-operative Society, Ltd., being persons, firms, or companies carrying on wholesale and retail businesses in Geraldton, in the State of Western Australia (hereinafter called "the Employers"), of the other part: Witnesseth that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Area.*—This Agreement shall be limited in its effect to the area comprised within a radius of seventy miles from the Post Office at Geraldton.

2. *Term.*—The term of this Agreement shall be for three years from the 10th day of March, One thousand nine hundred and twenty-six.

3. *Definitions.*—In this Agreement, unless the context otherwise indicates:—

(a) The term "Shop Assistants" includes cashiers.

(b) The term "Casual Hand" shall mean an employee engaged by the hour and who may be put off or leave the employer's service at any moment without notice. Provided a casual hand shall be employed for not less than four hours in any one day.

(c) The term "Weekly Hand" shall mean an employee engaged by the week, and whose employment shall be terminable by not less than one week's notice on either side. Such week's notice cannot be continued from week to week. Provided that any worker employed for a period of four consecutive weeks or less shall

be classed as a casual hand, and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand has been dispensed with for incompetence or unsuitableness or any cause referred to in Clause 10 hereof.

(d) The term "Carter" shall mean an employee engaged only in driving a horse or motor vehicle.

(e) The term "Packer" means a person who packs goods for transport by rail or ship.

(f) The term "Head Storeman" means a person performing the duties of a storeman and who is in charge of two or more men.

(g) The term "Storeman working singly" shall mean a storeman working where no other storeman is employed in the establishment.

(h) The term "Despatch Hand" shall mean an employee who may handle goods or receive goods from departments and passes them over to the packing room or prepares and hands over packages to carters for delivery, and who shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary records such as rail notes and cart notes.

4. *Hours.*—The ordinary working hours for shop assistants shall be in conformity with the Factories and Shops Act, 1920-1922, insofar as the provisions of that Act limit the number of hours which the shop assistants may be employed during any one day or week, but the time for commencing work shall not be earlier than 8.20 a.m. and the time for finishing work shall not be later than 6 p.m. on every Monday, Tuesday, Wednesday, Thursday, and Friday, and 1 p.m. on Saturday.

5. *Overtime.*—For all time worked after the usual finishing time on the weekly half-holiday and for all time worked on Sundays and holidays, double time shall be paid. For all time worked before the usual starting time and after the usual finishing time on other days the rate shall be:—Males and females, time and a half throughout. Wholesale Establishments: The hours usually and customarily worked prior to the 10th day of March, One thousand nine hundred and twenty-six, shall be observed during the currency of this Agreement, but shall not exceed forty-eight hours per week. And this shall also apply to workers only engaged in carting or driving.

6. *Holidays.*—The following days shall be observed for holidays and paid for, namely:—

New Year's Day, Anniversary Day, Good Friday, Easter Saturday and Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, and Boxing Day.

A holiday of one week on full pay and one week without pay, to be optional, shall be granted to each employee on completion of each year of service. An employee not completing one year of service shall be granted pay in lieu of holiday in proportion to the length of his or her service. Provided that when an employee is entitled to holiday under this clause he shall receive at least two weeks' notice from his employer of the date when it will be convenient to the employer that such employee should take his or her holidays. Provided further that this clause shall not apply in the case of any employee summarily dismissed for misconduct or dereliction of duty.

7. *Wages.*—(a) Adults: The minimum weekly rate of wage payable to any male worker employed as a shop assistant who is of the age of twenty-one years and upwards or to any female worker employed as a shop assistant who is of the age of twenty-one years or upwards shall be as follows:—

	Rates per week. Male. £ s. d.	Female. £ s. d.
Shop Assistants and Storemen ..	4 17 6	2 13 0
Grocery Departments, or Shops ..	4 17 6	4 17 6
Packers and Despatch Hands..	4 17 6	..

(b) The minimum weekly rate of wage payable to junior shop assistants and storemen shall be as follows:—

	Male. £ s. d.	Female. £ s. d.
Under 15 years of age	0 15 0	..
Under 16 years of age	1 0 0	0 15 0
Under 17 years of age	1 5 0	0 17 6
Under 18 years of age	1 10 0	1 2 6
Under 19 years of age	2 0 0	1 7 6
Under 20 years of age	2 15 0	1 15 0
Under 21 years of age	3 5 0	2 6 0
And thereafter the prescribed minimum adult rate, viz. ..	4 17 6	2 13 0

(c) Provided also that junior female shop assistants employed in grocery departments or shops shall be paid not less than the following rates:—

	£ s. d.
Under 16 years of age	1 0 0
16-17 years of age	1 5 0
17-18 years of age	1 10 0
18-19 years of age	2 0 0
19-20 years of age	2 10 0
20-21 years of age	3 5 0
And thereafter the prescribed minimum adult rate, viz.	4 17 6

Grocers' Carters: The minimum weekly rate of wage payable to any male worker employed as a Grocer's Carter shall be:—

	£ s. d.
Under 18 years of age	2 5 0
Under 19 years of age	2 12 6
Under 20 years of age	3 5 0
Under 21 years of age	3 10 0
Over 21 years of age	4 17 6

A carter or driver over the age of twenty-one years who is engaged *only* in driving or carting shall be entitled to a minimum weekly wage of £4 10s.

A carter required to attend horses on Sunday shall be paid 2s. 6d. for each Sunday in addition to the wage hithertofore prescribed. At least one employee in each establishment, where a horse is used in the delivery of goods, shall be rated as a carter and receive not less than the minimum rate of wage hithertofore prescribed.

Where a canvasser or collector provides his own bicycle he shall be paid an extra 2s. 6d. per week.

8. *Proportion of Juniors.*—(a) The number of junior male assistants shall not exceed the proportion of one to one for the first five male seniors and thereafter one junior to every two male seniors or fraction thereof.

(b) Where no senior female assistant is employed one junior female assistant may be employed.

Where one senior female assistant is employed two junior female assistants may be employed.

Where two female assistants are employed three junior female assistants may be employed.

Where three female assistants are employed four junior female assistants may be employed.

Where four female assistants are employed five junior female assistants may be employed.

And thereafter the proportion shall not exceed five junior female assistants to four senior female assistants.

(c) In this clause the word "senior" shall mean a male assistant in receipt of £4 17s. 6d. a week, or a female assistant in receipt of £2 13s. a week.

9. *Higher Duties.*—A worker required to do work which is entitled to a higher rate under this Agreement than that which she or he usually performs shall be entitled to payment at the higher rate while so employed.

10. *Engagement.*—One week's notice on either side shall be necessary to terminate the engagement, provided that an employer may at any time dismiss an employee for refusal or neglect to obey orders, or for misconduct or if after receiving one week's notice he does not carry out his duties in the same manner as he did prior to such notice.

11. *Time and Wages Book.*—Each employer shall keep and enter up or cause to be kept and entered up a book containing the names of each of his workers to whom this Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which he or she has been employed. Such book shall be signed by each worker each week. The time and wages book shall be open to inspection by a representative of the union at least one day in each week between the hours of 10 a.m. to 4 p.m.

12. *Under-rate Worker.*—Any worker who by reason of old age or infirmity is unable to earn the adult minimum rate prescribed by this Agreement may be employed at such lesser rate (if any) as may be agreed upon in writing between the worker and the secretary of the applicant union. If within twenty-four hours after the worker has notified the secretary of his or her desire to work at a lesser wage than the said minimum the secretary and the worker do not agree as aforesaid, then the worker may apply to the most convenient resident or police magistrate for a permit to work at such lesser wage. The worker shall give to the said secretary at least twenty-four hours' notice in writing of his or her intention to make such application to the magistrate and the secretary or his agent shall be entitled to attend before the magistrate, and pending the decision thereon in either case the worker shall be entitled to work and be employed by any employer at the proposed lesser rate. The magistrate may grant to such worker a permit to work for such wage and for such period not exceeding six calendar months as he thinks fit, and his decision in the matter shall be final. The permit shall entitle the worker to work at the wage therein mentioned and for such period as may be therein stated until the wage shall have been again settled by the magistrate on the application of the said secretary.

Signed, sealed, and delivered by The Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A. (Geraldton Branch), in the presence of,—
D. Freedman.

(Seal.)
H. T. ROCK,
President.
A. T. ALLEN,
Secretary.

Signed by the said William Oswell, in the presence of,—
D. Freedman. WM. OSWELL.

Signed by the said Frank Green & Co., in the presence of,—
D. Freedman. FRANK GREEN.

Signed by the said Sydney Fong & Co., in the presence of,—
D. Freedman. SYDNEY FONG & CO.

Signed by the said Carter & Co., in the presence of,—
D. Freedman.
CARTER & CO.,
per George E. Brown.

Signed by the said Millars' Timber and Trading Co., Ltd., in the presence of,—
H. A. Backshall.
MILLARS' TIMBER AND TRADING COMPANY, LIMITED,
F. Ainslie.

Signed by the said Bell & Co., in the presence of,—
D. Freedman.
BELL & COY.

Signed by the said C. & H. Locke, in the presence of,—
Reg. Bourke.
C. L. LOCKE.

Signed by the said Ezywalkin, in the presence of,—
D. Freedman.
For and on behalf of Ezywalkin, Limited,
L. A. BRUMBY, Director.

Signed by the said E. Snell, in the presence of,—
D. Freedman.
p.p. E. SNELL,
H. C. Stubbs, Manager.

Signed by the said Jos. Johnston, in the presence of,—
D. Freedman.
JOS. JOHNSTON.

Signed by the said Geraldton and District Co-operative Society, Ltd., in the presence of,—
D. Freedman.
THE GERALDTON AND DISTRICT CO-OPERATIVE SOCIETY, LTD.,
A. Vass, Manager.

MARINE DIVERS AND TENDERS—PUBLIC WORKS DEPARTMENT AND OTHERS.

(Registered 22nd March, 1926.)

No. 12 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this sixteenth day of February, One thousand nine hundred and twenty-six, between the Minister for Works and Labour for the State of Western Australia, the Fremantle Harbour Trust Commissioners, the Bunbury Harbour Board, and the Commissioner for Railways (hereinafter referred to as the Employers), of the one part, and the Marine Divers and Tenders' Union of Fremantle, Western Australia (hereinafter referred to as the Union) of the other part: Whereby it is mutually agreed by and between the parties hereto that the several stipulations, conditions, and provisions set out herein shall in all cases be binding upon and shall be faithfully and promptly carried out, observed, performed and complied with according to the true intentions and meaning thereof by the parties hereto.

1. *Interpretation.*—For the purpose of this Agreement—

"Union" shall mean the Marine Divers and Tenders' Union of Fremantle, Western Australia.

"Employee" shall mean any person embraced by this Agreement who is now employed in the Public Works

Department, the Fremantle Harbour Trust, the Bunbury Harbour Board, or the West Australian Government Railways, or who may be hereafter employed during the currency of this Agreement.

2. *Rates of Pay for Divers.*—Divers shall be paid thirty shillings (30s.) per day, or part of a day when diving. These conditions will be fulfilled if the Diver takes one dip only, without regard to length of time of same. When not diving, he shall be paid at a rate equivalent to 103s. 7d. per week of 44-hours.

3. *Rates of Pay for Tenders.*—Tenders shall be paid 17s. 10d. per day of eight hours or part of a day when tending, and at a rate equivalent to 86s. 4d. per week of 44-hours when otherwise employed; except when employed over that rate, ruling rates shall be paid.

4. *Hours of Duty.*—Forty-four hours shall constitute a week's work. One day's work, Monday to Friday, inclusive, shall consist of 6 hours diving, half hour each forenoon and afternoon for smoke and one hour for dressing and undressing, preparing and returning gear; and Saturday shall consist of three hours diving, half hour for smoke and half hour for dressing and undressing, etc. Saturday's work shall finish not later than noon.

5. *Overtime.*—Should a diver and tender be required to work between 5 p.m. and midnight, they will be paid shift and a-half for that period or any part thereof; and from midnight to starting time next morning, they shall be paid double shift for that period or any part thereof.

From 1 p.m. on Saturday to 9 p.m. on Saturday shift and a-half rates shall apply, and from 9 p.m. on Saturday till starting time on Monday, double time shall be paid.

In every case 6 hours diving or any part thereof shall constitute one shift.

Sundays—Double time.

The foregoing overtime provisions shall apply to ordinary day-work.

If divers and tenders are required to work in two or more shifts, each shift shall be worked at ordinary rates, providing that operations for the week shall cease at midnight on Saturdays.

6. *Holidays.*—(a) All work performed on Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day and New Year's Day, shall be paid for at double time, provided it may be mutually agreed between the Union and the Employer that any worker may work at ordinary rates on any or all of the days above specified to facilitate arrangement under Sub-clause (b) of this Clause. (b) Twelve paid holidays per annum shall be granted to employees, and shall be taken on such days as may be mutually agreed by the employer and the Union. All employees employed for a period of less than one year's continuous service shall be entitled to holiday pay as follows:—After one month's continuous service, holidays in proportion as the length of service is to the full number of holidays for the twelve months. Payment for holidays shall be made in accordance with the usual hours of work. (c) In the event of a Diver and Tender working for a week immediately prior to a holiday and the work is to continue after the holiday, they shall receive a Diver's and Tender's pay for the holiday, but if the diving job is finished before the holiday, they will not receive the Diver's and Tender's pay for the holiday.

7. *Travelling Time.*—The ordinary day's rate shall be paid to workers whilst travelling on duty, but no worker shall be entitled to more than a day's pay of eight hours in each 24 for the time spent in travelling. The ordinary day's rate in this connection shall mean the rate payable when not diving or when not tendering.

The employer shall pay all fares, including sleeper, if available. Fares shall be second-class, except when travelling by coastal boat, when saloon fares shall be paid.

8. *Payment of Wages.*—(a) Workers inside the Metropolitan Area shall be paid weekly and those outside such area fortnightly. (b) All men dismissed from employment shall be paid within four office hours from the time of dismissal. If this period is exceeded, they shall be paid at the ordinary rates from the time of dismissal until payment.

9. *Away from Home Allowance.*—Divers or Tenders sent to work at a port other than the port at which they are usually engaged, shall be paid an allowance of six shillings per day, or shall be provided with board and lodging in lieu thereof.

10. *Absent from Duty.*—Should any employee be unable to report for duty owing to illness, he shall notify the Officer-in-Charge without delay. If the absence extends over twenty-four hours, he shall produce a doctor's certificate, which will retain to him the right to be taken on again when recovered.

11. *General.*—All air pumps shall be manned with two pumpers, and the Diver shall have the right to select one of the two men thus employed.

The Diver shall select his own Tender.

The diving gear, whether in or out of use, shall not be interfered with, except by the Diver or his Tender.

12. *Area and Scope.*—This Agreement shall apply only to workers employed by the Minister for Works, the Fremantle Harbour Trust Commissioners, the Bunbury Harbour Board, and the Commissioner for Railways, and shall operate over the coastline of the State from a point 20 miles north of Geraldton to a point 20 miles east of Albany, and for a distance of 15 miles inland therefrom.

This Agreement shall come into force from the date hereof, and shall have a currency of three years subject to three months' notice of termination or desire for amendment, by any of the parties, after the expiry of the first twelve months of the currency of this agreement.

Signed by the Minister for Works and Labour—

ALEX. McCALLUM.

In the presence of—
W. S. Andrew.

Signed by the Fremantle Harbour Trust—

TOM CARTER,
Chairman.

J. H. G. TAYLOR,
Member.

F. STEVENS,
Secretary.

Signed by the Bunbury Harbour Board—

A. F. SPENCER,
Chairman.

H. H. ABRAHAMSON,
Member.

In the presence of—
W. J. Cope.

Signed on behalf of the Marine Divers and Tenders' Union—

JOHN JOSEPH COBB,
President.

ERNEST S. FREIGHT,
Secretary.

E. LUXTON,
Treasurer.

Signed by the Commissioner of Railways—

H. POPE.

In the presence of—
P. W. Pearce.

WORKERS' EDUCATION AND TRAINING.
Apprenticeship in Wisconsin.

(Extract from the "Monthly Labour Review," U.S.A., Vol. XXI., No. 2.)

As a result of the provisions of the Wisconsin apprenticeship law passed in 1915, employers are at present offering real inducements to prospective apprentices. According to the biennial report of the Wisconsin Industrial Commission for 1922-1924, boys and girls who are willing to sacrifice wages for training may now feel assured that such sacrifice will have advantageous results.

Apprenticeship training schedules have been carefully formulated by committees composed of representatives of both employers and journeymen, which schedules are followed in every case in which an indenture is signed. The purpose in each case is to develop more highly trained workers well versed in all branches of their respective trades.

The industrial commission has not required all minors 16 years of age or over, who are in the trades, to sign agreements as apprentices, as it was considered more advisable to permit the trades to adopt the apprenticeship plan voluntarily after they had been given time to work out courses of training adapted to their special conditions. It was felt that if all employers in a particular trade were immediately forced to sign indentures, it would result in a merely perfunctory arrangement. As it is, every one of the 2,000 apprenticeship agreements now in force in Wisconsin is voluntary and *bona fide*.

Practically every one of the larger manufacturing establishments now has its supervisor of apprenticeship, and in Milwaukee the metal trades have also appointed a district director of apprenticeship. Some of the employers who can hire a sufficient number of learners to justify the expense, engage special instructors for their apprentices. One establishment had nine such instructors. In order to round out the training of their apprentices, employers are exchanging them for brief periods.

The apprenticeship scheme is being vigorously supported by the vocational schools. These schools are giving the apprentices the kind of instruction which will be of the greatest advantage to them in their daily work. Although nine-tenths of the male teachers in these schools have themselves served for a time as journeymen, it has been found difficult always to furnish the requisite instruction. For example, there are few teachers who are plumbers, while there are 200 plumber apprentices in Wisconsin. However, a visiting teacher who is also a practical plumber has been engaged to travel from city to city to instruct apprentices, the expense being met from Federal, State, and city funds.

Nearly 1,000 apprentices were graduated from an average four-year apprenticeship course up to June 30, 1924. During the two years preceding that date 1,414 new indentures were undertaken. In the same biennium 339 apprentices were graduated, while 506 dropped out. The number of agreements in force at the above date was 2,050, under which apprentices were being trained in about 70 occupations.

THE WORK AND HISTORY FOR 21 YEARS OF THE COMMONWEALTH COURT OF CONCILIATION AND ARBITRATION, AND THE VALUE OF THE WORK OF THE COURT TO THE COMMUNITY.

Statement by the President of the Court before resigning his office of President.

On the 18th December, 1925, the President, Mr. Justice Powers, made the following statement in Court:—

Some months ago, during the hearing of the engineers' case, I stated that some other judge would hear any new claim the union brought before the Court in 1926—adding that some new mind would deal with claims which the union believed in and strongly pressed for—and which I could not see my way to grant in the interests of all concerned—including the public.

At that time I had been promised—and I expected—to be relieved of the very trying and responsible work of President of this Court before the end of the year; that is, when the long-promised new Arbitration Act was passed, and the Government could appoint a President in my place.

Under the Act the Court consists of a President and Deputy-Presidents, and the Government cannot at present appoint any person who would accept the position if I resigned.

The new Arbitration Act has not yet been passed, and I have been asked to continue to act as President of the Court. I have agreed to do so until the Act is passed, and the Government can, and will, appoint Judges of the new Court—provided that I shall not, in any event, continue the work after June next.

I shall, in the meantime, deal with any matters which I can complete before the appointments are made under the new Act—or any matter which must in the meantime be dealt with by a Full Court.

My appointment as President was for seven years and that term will not expire until June, 1928—but I reserved the right, when appointed, to resign after 1924.

I have been for twelve years giving my uttermost to the work of the Court, "unhindered by praise or blame," fear or favour. As Browning puts it—" I have worked my best subject to ultimate judgment—God's, not man's."

This does not apply to the jurisdiction of the Court; but no order has ever been granted by the High Court prohibiting me from making any award on the ground that I was exceeding my jurisdiction—or on any other ground.

I think it right now to reluctantly hand over the office of "President of the Court" to some other person.

I have formed fixed opinions on many economic and industrial matters which have been arrived at under old conditions and on the information gained as a Judge of this Court for many years. I am satisfied personally that these opinions are right, but my successor will have to deal with present conditions to meet the new conditions. the new claims of the workers, and the new aspirations which the workers are attempting to obtain and realise in every civilised country in the world, including Australia.

These new claims must, in the interests of the employees, the employers and the public, be dealt with by arbitration and not by force—by right and not by might. The unrest cannot be ended by coercive or punitive Acts or Parliament only. Force has failed as the basis of civilisation whenever attempted. The real cause of unrest must be found and removed. "It never smokes but there is fire," as Carlyle said in 1839, in an essay on "Chartism." You may "abolish the system to no purpose if the disease is left untouched." The policy of "Might is Right," as Thackeray said, is "the code of honour of the devil." The better code of honour is "to do unto others as you would they should do unto you." If that code is adopted industrial disputes will very easily be settled.

I am quite satisfied that every fair condition the Court thought it could safely give to the workers has been given and is being given by the awards of all members of this Court—and that the standard of living cannot be raised as high as the unions are demanding, so long as workers all over the world are content with a much lower standard of living, and the world is one market—but I have lived long enough to know that the views held in 1913 up to 1925, however firmly and conscientiously they may be held—may prove to be incorrect, and that someone else may with safety see his way to improve conditions and raise the standard of living without injury to the Commonwealth as a whole. I would be pleased to see it done.

When my work in this Court ends, I shall continue the very responsible work of a Justice of the High Court so long as I am satisfied I can properly carry out the duties of that office.

It is very gratifying to me to have lived to see—whilst President of the Court—that the value of the work of this Court, and of compulsory arbitration generally, has at last been recognised, after much severe criticism of compulsory arbitration—and of the Court's principles and practices and decisions—and after many conscientious attempts by extremists on both sides during the last 21 years to do away with the Court and with compulsory arbitration. The voice of one who now advocates that course in Australia is as "the voice of one crying in the wilderness."

The Prime Minister, Mr. Bruce, in his policy speech said—"My Ministry stands firmly for the principles of the peaceful settlement of industrial disputes within the law. Freedom of contract and direct action are the methods of barbarism while the bringing of industrial disputes under the region of law is in accordance with the first principles of human progress—any other attitude by a responsible Ministry in Australia to-day is unthinkable. . . . . It is also proposed to strengthen the powers of the Commonwealth Court of Conciliation and Arbitration."

The policies expressed by the Leader of the Labour party, by the Leader of the Country party, were also both in favour of continuing to settle industrial disputes by compulsory arbitration, not by direct action.

The ex-Prime Minister of the Commonwealth, Mr Hughes, lately, in referring to the action of extremists who still favour direct action, referred to this Court as "an impregnable fortress into which the employees could flee when the employers turned at bay."

He also said—

> "The Federal Arbitration Act vastly extended the scope of industrial law, made possible the federation of Labour throughout the Commonwealth, opened the door to higher wages and much better conditions for all unions. To unionism in general it opened wide the gates of a new and better world. To the big unions this gave much; to the small ones more. Many trades were without organisation at all, others had but a scanty membership, which time did nothing to increase. To these arbitration and political action brought relief and hope. The homes of tens of thousands of men and women, and children, too, were brightened."

The Melbourne *Argus*, as late as Wednesday, the 9th day of December instant, in a leading article stated—

> "There is no party in Parliament, and no considerable body of opinion outside Parliament, that is prepared to repeal arbitration law altogether.
>
> "Experience has shown that the awards of an arbitration Court judge have had at least as much and possibly more, effect on the lives of the people than all the Acts passed by the Commonwealth Parliament. It is desirable that a Judge should be a good lawyer, because questions of jurisdiction are important. But the President of the Court is really a great legislator, and his legislation, unlike his law, is subject to no check whatever."

These tributes to the value of the work of the Court, after it has been on trial for over twenty years, subject to severe criticism, are most satisfactory to those who had to bear the burden of the criticism and the responsibility of the work of maintaining industrial peace.

It must be specially satisfactory to Mr. Justice Higgins, President of the Court from 1907 to 1921. He was the pioneer in the work of laying down the fixed principles on which the Court was to carry on its work, on which the new province of law and order was to be conducted. He blazed the trail through vested interests, freedom of contract, and other obstacles. Others have assisted in clearing the track and improving the conditions, but to Mr. Justice Higgins the people of the Commonwealth owe an immense debt of thanks—far more than it has so far recognised.

The question of adopting the living wage fixed by this Court, and of establishing Arbitration Courts, is a live question in many of the United States of America, and many of them have passed compulsory Arbitration Acts. It is also a live question in the Argentine and on the Continent of Europe.

The following is a copy of a cablegram appearing in the *Argus* of the 15th instant:—

> "The Italian Chamber of Deputies, by 262 votes to 9, adopted the law of compulsory arbitration in connection with a Government Bill for the legal control of trade unions, including State recognition of workmen's syndicates."

Recently the Consul-General of Italy obtained full information as to the work of the Court and Commonwealth industrial legislation.

Frequent inquiries are being made by Japanese about "compulsory arbitration" and the work of this Court.

The question has also been inquired into by the Board of Trade in England, but so far compulsory arbitration has not been adopted in England.

It is clear that those who passed the Compulsory Arbitration Act "builded better than they knew."

It is not generally known how difficult it was for the two judges of this Court to maintain during the war any sort of reasonable standard of wages, but we were assisted by the loyalty of the executives of the unions (often called agitators) in recognising the position and in not attempting to enforce, temporarily, conditions which would have greatly hampered war activities, caused unemployment, and later on very widespread discontent, because, conditions, which could have been enforced during the war, could not have been maintained after the war.

The Court made it possible for Australians to state, after the war—as was frequently done—Australia did not really feel the effects of the war so far as economic conditions were concerned.

As it is now over 21 years since the Commonwealth Arbitration Act was first passed, and I expect shortly to leave the work of the Court, after carrying it on for twelve years, either as Deputy-President or as President, I do not think it out of place to refer shortly to the history of the Court and its work, which may explain why the Prime Minister of the Commonwealth could truly say that it is unthinkable in Australia to revert to the old barbaric method of settling industrial disputes by strikes and lockouts, or to do it in any other way than by Conciliation and Arbitration Tribunals.

The late Mr. Justice O'Connor was the first President of the Court, from February, 1905, to September, 1907.

Mr. Justice Higgins was appointed President of the Court in September, 1907, and held office until he resigned in June, 1921.

I was appointed Deputy-President in 1913 until June, 1921, and was then appointed President of the Court.

Sir John Quick and Mr. Deputy-President Webb were appointed Deputy Presidents of the Court in 1922.

Mr. Justice Starke held office as a Deputy-President in 1920.

Mr. Justice Isaacs, Mr. Justice Duffy, and Mr. Justice Rich, have also acted as Deputy-Presidents of the Court in special cases.

The disputes settled at first were few (two in the first year), but Mr. Justice O'Connor laid down the principle that the wages to be paid must be "fair wages," but although he referred to a "living wage" in 1906, he did not state what would constitute, in his opinion, a living wage.

It was in October, 1907, in an application under the Excise and Tariff Act, that Mr. Justice Higgins fixed 7s. a day as the rate to be paid for an unskilled labourer to enable him to support himself and his wife and three children.

In the judgment then given—known as the Harvester Judgment—he said: "I cannot think of any other standard appropriate (as a fair wage) than the normal needs of the average employee, regarded as a human being living in a civilised community."

"The wages for an unskilled labourer should be sufficient to provide rent, food, and clothing, and a condition of frugal comfort estimated by current human standards."

Other words have been used from time to time to describe "the living wage," but the principle laid down in 1907 has never been departed from by the former President or by any member of this Court.

Since that date, the "standard" then fixed has been altered by increasing the basic wage, by increasing overtime rates, by fixing weekly instead of hourly rates—or allowances if the rate is daily or hourly—by allowances for pay during sickness, by fixing shorter hours and better conditions, by preventing employees being required to work seven days a week for 365 days a year in continuous processes, by increasing the standard wage for women workers, and greatly improving their conditions, by basing the rate on the cost of living at the time the award is made instead of on the preceding calendar year, by ordering quarterly adjustments of wages to secure to the workers the living wage during the term of the award, by discouraging the employment of men for long periods in high temperatures, in mines and other places, by special conditions, rest periods, reduced hours or extra rates, and in many other ways to which it is not necessary to refer.

These improved conditions and increased rates were granted to continue, as Mr. Justice Higgins put it, rates and conditions estimated by current human standards at the time the awards were made, whether in 1907 or 1925.

The Court, as at present constituted, has continued to carry out the work of the Court on the principles and practices laid down by Mr. Justice Higgins, and we have where practicable, granted new and better conditions and permanently increased the basic wage by 3s. a week, which 3s. I first allowed as a temporary measure to secure the basic wage during the term of the award.

An addition of 3s. a week or £7 16s. 6d. a year to a man on the basic wage, with a family to keep, was a very necessary addition to his wage. That increase, however, even to 600,000 workers out of 626,532 members of registered organisations receiving the benefit directly through the Court and indirectly, meant £90,000 a week to the workers, or £4,680,000 a year.

It is satisfactory to know that the industries have been able to pay that increased burden, but I refer to it to show the workers what the grant of their claim for an increased basic wage of 6s. more a day—equal to £1 a day in all—would mean to industries which have to compete with labourers in other countries working for half, and, in some cases, less than half the existing Australian rates, when 6d. a day increase meant an addition of £4,680,000 a year to the cost of carrying on the industries of the Commonwealth.

The Court had done good work in the interests of all persons engaged in industrial work, whether employers or employees, and to the public generally, by taking the place of strikes so disastrous to workers and employers and the public, who, although innocent, suffer through every strike.

The Court does not deal with any application until it is satisfied the parties have used every method of settling the dispute themselves by meetings, by round-table conferences and other recognised methods of conciliation—nor until the Court has called a conference to try and settle the dispute.

The three Judges of the Court have been fully occupied during the present year, and yet they have not been able to deal with all the applications before the Court—namely, those uncompleted in 1924 and all those filed in the Court during the present year.

The total number of new applications for the Court's adjudication this year was 218. The Court has finally dealt with 250 applications in 1925.

The only way one can estimate the value of the work of the Court to the community is to compare it with the times when the Court was not available to the workers and the only recourse in most of the States to persons engaged in an industrial dispute was direct action, disastrous strikes and lockouts, during which the money of the workers was wasted without any material gain of any sort to anyone, but which caused loss to all concerned to the public.

In 1906-1907, the amount in the Savings Bank in the Commonwealth (the workers' banks) was £42,098,289—equal to £10 3s. 8d. per head of population. There were 1,258,689 depositors. In 1924-1925, although the population had not increased by 50 per cent., the Savings Bank deposits had increased from £42,098,289 to £182,-103,686, equal to £30 14s. 3d. per head of population, and the depositors had increased from 1,258,689 to 3,992,-201.

The adult male population of the Commonwealth, as on 30th September, 1925, was estimated to be 1,770,892. The adult females 1,689,134, being in all, 3,460,026.

The depositors in the Savings Banks number 3,992,201. Even assuming that 25 per cent. of adult males had more than one account these figures show that young and old are saving out of the wages they are receiving directly or indirectly under or through Arbitration Awards, because the majority of women are not wage-earners, although they have harder—and more trying—and more responsible work than the female wage-earners.

Another gratifying fact is that, according to the Statistician's figures of 1921, the persons in the State of Victoria owning their own houses or purchasing them was greater than those who were tenants, and the number who own their own houses has greatly increased since 1921, because of Special Savings Bank advances to workers and War Homes advances to returned soldiers.

There is no need to fear that the majority of the people of Australia will join in a revolution whilst they own their own homes and they have Savings Bank deposits to protect and fall back upon.

I have been asked why the Court does not prevent strikes, as it was established principally for that purpose. The answer to that is that it does, by conciliation and by just awards, prevent all strikes where it has jurisdiction to make awards, except strikes and job control by one union out of the 146 registered unions, and that union has been de-registered and deprived of the benefits of any award. This Federal Court can only deal with what are called interstate industrial disputes—that is industrial disputes extending beyond the limits of one State of the Commonwealth. In the last twelve years there have not been six interstate disputes with which this Court had jurisdiction to deal which have resulted in a strike (apart from those by the members of the de-registered Seamen's Union) and the disputes referred to have been settled by awards of this Court.

Members of the British Empire Press Conference, when here, stated that they were told in England that in Australia they were sure to see rabbits and strikes everywhere; but that they had only seen one rabbit and the only strike while they were here was one by their own British seamen.

I have been asked, why are the workers not compelled to keep their awards? The answer to that is that they do keep them, generally speaking, without compulsion, with the exception of one union referred to now de-registered, for not keeping its undertakings to the Court, and not obeying the orders of the Court.

There are about 328,500 workers working directly under the Court's awards, and although the ordinary Courts of Justice have, and always had, the power to punish for breaches of the Act or awards, and to enforce observance of awards, it appears that there has not been any necessity to use such powers. I do not know of any prosecution of members of any union for any breaches of awards made by the Court during the last five years. This Court exercised judicial power for some years, but was rarely called upon to exercise it to punish unionists, or to enforce awards.

It is true that there have been coal strikes in the industry, but industrial disputes in the coal industry have to be dealt with by a special tribunal, not by this Court.

It is true that a few extremist members of a union in some town in one State do occasionally wrongly adopt direct action for short periods to enforce special local conditions, but those minor disputes are only "State disputes," and cannot be dealt with by this Court at present. They can be dealt with by State tribunals. I am optimistic as a rule, but I am not optimistic enough to expect Peace, Perfect Peace, in industrial matters until the millennium arrives.

Complaints have also been made as to the delays in the Courts before awards are made or applications are dealt with. One answer to that is that the Court has dealt with 250 applications in less than eleven months of this year. The other is that I personally have made 21 awards in important disputes before the Court during the last three months, and have dealt finally with many other applications.

History of the Work of the Court.

Neither "Labour" nor "Capital" for some time accepted the Court with open arms, they apparently preferred to do without its assistance if possible.

Since 1913, however, seven years after the Court started, the late President had to appoint a Deputy-President to assist him in the work of the Court, and the Court has been kept exceedingly busy ever since. By that time Labour had learnt, in part, to recognise the value of the Court, but the employers, by frequent applications for prohibition orders, greatly delayed the work of the Court and made it exceedingly expensive.

There are at present 146 organisations of employees registered under the Act, with a membership of 626,542 persons. 328,500 are at present working under this Court's awards.

It was not till September, 1913, that any application was made to this Court by any employer or body of employers.

In these later days employers, generally speaking, have abandoned the old opposition to the Court, and applications for prohibition orders, and it is quite common now to deal with applications by employers as well as applications by unions. There are at present fourteen organisations of employers registered under the Act, with a membership of 7,721 persons, firms and corporations.

In 1906 only two applications were filed in the Court.

In 1910, five years later, eight applications.

In 1914 and 1915, 114 applications.

In 1920 and 1921, 261 applications.

In 1924 and 1925, 460 applications.

The following is a concise summary of the work of the Court in 1925:—

On 1st February, 1925, the Court had on its list 70 matters requiring attention. Between 1st February, 1925, and 18th December, 1925, 218 other matters have been lodged. The Court has dealt with 250 matters during the year, leaving only 38 matters on the list, all except two of recent date.

Of the matters settled 52 were brought before the Court either by plaint or order of reference.

The rest were applications to vary, appeals under Section 17 of the Act, applications for interpretation, appeals from decisions of boards of reference, application for cancellation of registrations, and applications under Section 56 of the Act.

There have been 41 compulsory conferences held during the year.

There have been 42 agreements settling disputes filed in the Court under Section 24 during the year.

The Court has, on occasions, settled industrial disputes, not interstate, by special request.

Boards of reference appointed under awards of the Court have dealt with 277 matters during the year.

It is really unionism that has done the great work for the workers during the last ten years, with the assistance of this Court, which has enforced just claims and refused unreasonable claims. I do hope that the unionists of Australia will not let extremists, whatever they call themselves or are called, destroy the great work that their leaders have done for them in the past, by trying to enforce by direct action, impracticable rates or unfair conditions, which can only cause unemployment and loss to the workers and their families and the public, as well as to the employers.

I have only to add that I have not any complaints to make or any apologies to make in giving up the work.

Those who have criticised my work only exercise the legal right they have to do so in a free country—of course they were wrong from any point of view but their own particular view, and I forgive them. At the same time I ask the critics to forgive me at this Christmas season for not being guided in any way whatever in the work of this Court by their criticisms.

COMPENDIUM OF MINIMUM WAGE, ETC., FIXED BY AWARDS OF THE COURT OF ARBITRATION AND INDUSTRIAL AGREEMENTS REGISTERED UNDER THE "INDUSTRIAL ARBITRATION ACT, 1912," AND IN FORCE AS AT 23rd MARCH, 1926.

Industry.	Minimum Wage (Adult).	Ordinary weekly working hours.	Overtime.	Remarks.
Aerated Water and Cordial Manufacturing	£4 2s. 6d. per week ...	48	Time and a-quarter.	
A.W.U. (Pastoral and Agricultural)	£2 18s. 6d. per week with keep	48	Time and a-half, Sunday double time	
Do. (Wheat bagging, North Wharf, Fremantle)	2s. 6d. per hour	44	6·30 p.m. to 12 midnight and Saturday afternoon, time and a-half. All other, double time	
Bagmaking, etc.	Male, £4 10s. per week; Female, £2 3s. per week	48 44	Time and a-half Saturday afternoon. Sunday and holidays double time	
Bakers (Metropolitan)	£4 15s. per week	48	Excess of 8 hours in one day or 48 in one week time and a-half. Holiday double time	
Bakers (Goldfields)	£5 5s. per week	48	Excess of 8 hours in one day time and a-half. Holidays double time	
Bank Officials (Clerk)	£220 per annum	42	In excess of 42 hours time and a-half ...	
Barmaids and Barmen (Goldfields) *	£2 5s. per week, plus board and lodging	44 and 48	Excess in any one day or week time and a-half	
Barmaids and Barmen (Metropolitan)	£4 15s. per week	48	Excess of 9 hours per day or 48 per week, time and a-third	
Barmaids and Barmen (Collie) ...	£5 per week	44	Time and a-third.	
Boilermakers (S.W. Land Division)*	£5 4s. per week	48	Time and a-half to midnight, and when starting at 6 a.m. to starting time. Double time from midnight to starting time and for Sunday and holidays	
Boilermakers (Railway) (Structural Steel, etc.)	18s. 6d. per day	44	Time and a-quarter for first 4 hours, thereafter, time and a-half	
Bootmaking	2s. 2½d. per hour ...	44	Time and a quarter first 2 hours, time and a-half thereafter—holidays double time	
Bootmaking (Bespoke)*	2s. per hour	48	Time and a-quarter first 2 hours—time and a-half thereafter	
Bread Carting (Kalgoorlie)	£4 15s. per week	48	Time and a-half	
Bread Carting (Metropolitan) ...	£4 15s. per week	48	Time and a-quarter first 2 hours, time and a-half thereafter	
Brewing (Perth and Fremantle) ...	£4 15s. per week	44	Time and a-half	
Brewing (Eastern Goldfields) ...	£5 per week	48	do.	
Brewing (Kalgoorlie), Kalgoorlie Brewery and Ice Co.	£5 2s. 6d. per week ...	44	Ordinary and Sunday-time and half-holidays double time	
Brickyard and Pottery	15s. per day	48	Time and a-quarter first 2 hours, time and a-half thereafter, Sundays and holidays double time	
Butchering Retail (Perth District)*	£4 per week	48	Time and a-half for first 2 hours, double time thereafter, holidays double time	
Butchering (Slaughtering)*	£4 5s. per week	44	Time and a-half for first 2 hours, and double time thereafter. Holidays double time. Slaughterman's overtime, 5s. per hour	
Carpentry and Joinery (Metropolitan)	2s. 6d. per hour	44	Time and a-half first 2 hours, thereafter double time. Sunday and holidays, double time	
Carpentry and Joinery (Collie) ...	2s. 3d. per hour	48	Time and a-quarter first 2 hours, time and a-half thereafter up to 10 p.m. Double time thereafter to starting time next morning. Saturday time and a-quarter first 2 hours time and a-half next 2 hours, double time thereafter	
Carpentry and Joinery (Government)*	£5 7s. 4d. per week ...	44	Time and a-half first 4 hours, double time thereafter	
Carpentry and Joinery (Mining)* ...	18s. 2d. per day or shift	48	Time and a-half first 4 hours, double time thereafter. Sundays and holidays double time	
Carters and Drivers (Perth District)	£4 7s. per week	48	Time and a-quarter first 2 hours; time and a-half thereafter	Ice Carters in Winter 46 hours per week.
Cardboard Boxmaking (Metropolitan)	Male, £4 3s. per week; Female, £2 17s. 6d. per week	44	Time and a-third.	
Catering (Kalgoorlie) *	Female, £1 14s. with board and lodging	48	Time and a-half	Cook (Male £3 8s.)
Do. (Collie)	Male, £2 15s. 6d. with board and lodging; ; Female, £1 13s. with board and lodging	48	Time and a-half in excess of 4 hours	
Do. (Northam)	Male, £2 15s. 6d. with board and lodging; Females, £1 13s. with board and lodging	48	Double time	
Do. (Perth District)	Males, £3 0s. 3d.; Females, £1 16s. (with board and lodging)	44 and 48	Time and a-half	Hotels, etc., 48 hours; Tea Rooms, 44 hours
Do. (Bunbury)	Male, £2 15s. 6d. with board and lodging; Female, £1 15s. with board and lodging	48	do.	
Caretaker and Cleaner *	£4 per week (Male); 1s. 6d. per hour (Female)	48	Time and a-half Saturday afternoon, Sunday and holidays double time	
Club Employees *	Male, £4 8s. per week; Female, £3 5s. 3d. per week	48 and 44	Time and a-half	If board provided £1 may be deducted from wage—if lodging provided, 7s. 6d.
Cemetery Employees *	£3 18s. per week	48	Time and a-half first 4 hours and double time thereafter. Holidays double time and a-quarter	Grave diggers, 44 hour week, plus time required to work on Saturday afternoon

COMPENDIUM OF MINIMUM WAGE, ETC.—*continued.*

Industry.	Minimum Wage, etc.	Hours, etc.	Overtime.	Remarks.
Clerical (Wharf)	3d. per hour above ordinary rate prescribed by Award for Waterside workers covering members of Fremantle Union	44	*See* "minimum wage" column	
Clerical (Wholesale Warehouses, Fremantle)	Male, £4 15s. 6d. per week: Female, £3 per week	Not stated (same as worked prior to 1-7-20)	(Various—according to custom of individual establishment.) In excess of 44 hours or of 8 hours in one day or after 6 p.m., time and a-half. After 1 p.m. on Saturday and all time on Sunday or holidays, double time	
Clerical (Wholesale Establishments, Perth)	Male, £4 15s. 6d. per week; Female, £3 per week	Not stated (same as worked prior to 21-3-21)	In excess of 44 hours, time and a-half; Saturday afternoon, Sunday, and holidays, double time	
Clerical (Retail Establishments, Perth)	Male, £4 10s. per week; Female, £2 15s. per week	48 and 44	Time and a-half for first 2 hours, double time thereafter; Saturday afternoon, Sunday and holidays, double time	
Coachbuilders and Farriers	Male, 14s. 4½d. per day; Female, 55s. 3d. per week	44 and 48	Time and a-half first 2 hours, double time thereafter; Sundays and holidays, double time	
Clothing (Millinery)	£2 6s. 6d. per week ...	44	Time and a-half	
Do. (Dressmaking)	£2 8s. 6d. per week ...	44	do.	
Do. (Miscellaneous)	£2 6s. 6d. per week; Male, stock-cutter, £4 18s. per week	44	do.	
Do. (Men's and Boys' Clothing)	£2 6s. 6d. per week: Male, £4 13s. per week	44	do.	
Dock, River and Harbour Works* ...	£4 3s. 4d. per week ...	44	Time and a-half first 4 hours, thereafter and Sundays and holidays double time	
Drivers (Motor Car, Government) ...	£4 13s. per week	44	Time and a-half	Charabanc drives receive £4 16s.; overtime after 56 hours.
,, (Motor—Passenger) Taxi Car	£4 12s. 6d. per week ...	61	do.	
Dyeing and Cleaning	Male, £4 per week; Female, £2 15s. per week	44	do.	
Engineering (State)*	£4 3s. 4d. per week, subject to quarterly adjustments	48; 44 for aeroplane mechanics	Time and a-half first 4 hours, thereafter, and on Sundays and holidays double time	
Engineering (Generating Station, East Perth)	14s. per day	44	Time and a-quarter first 4 hours, thereafter time and a-half; Sundays and holidays time and a-half	
Engineering (Mining) Gold* ...	£4 17s. per week	44 and 48	Time and a-half first 4 hours, double time thereafter and for holidays and Sundays	
Do. (Mining—Coal) ...	18s. per shift	42 and 44	Time and a-half after 1 hour. Sundays and holidays, time and a-half	
Do. (Railway, Government)*	14s. per day	44	Time and a-quarter first 4 hours, thereafter time and a-half, Sundays and holidays time and a-half	Also Midland Railway Co.
Do. (Water Supply) (North-West, etc.)	£4 3s. 4d. per week ...	44	Time and a-half first four hours, thereafter and Sundays and holidays double time	
,, (Goldfields Water Supply)*	£5 7s. 4d. per week ...	44	Time and a-half first 4 hours, thereafter double time. Sundays time and a-half, holidays double time	
Do. (State Implement Works)	£4 3s. 4d. per week ...	44	Time and a-half first 4 hours, double time thereafter, and for Sundays and holidays	
Do. S.W. Land Division ...	£4 9s. 4d. per week ...	48	Time and a-half first 4 hours, double time thereafter, Sundays and holidays double time	
Do. (H. V. McKay) ...	13s. 6d. per day	48	Time and a-half. Sundays and holidays double time	
Do. (Fremantle Tramways)	13s. 10d. per day... ...	48	Time and a-quarter first 2 hours, time and a-half next 2 hours, thereafter double time Sunday time and a-half	
Do. Horsfield & Brackelmann Do. Boulder Municipality ... Do. (Wyndham Meat Wks.)	*See* "Engineering—Mining." above			
Engine-driving (Government, exclusive of Railways)*	£4 9s. 4d. per week ...	44	Time and a-half first 4 hours, double time thereafter and for Sundays and holidays	
Engine-driving and Firemen (Gold Mining)*	16s. 6d. per day or shift	8 hour day or shift	No provision made	
Engine-driving and Firemen (Brewery, Kalgoorlie)	£5 11s. 6d. per week ...	44	Time and a-half; Sundays and holidays double time	Agreement dated 10th February, 1925.
Engine-driving and Firemen (Brewery (Boulder)	£5 11s. 6d. per week ...	48	do. do. do.	Agreement dated 2nd March, 1921
Engine-driving and Firemen (Brewery—Perth and Fremantle)	£4 15s. per week	44	Time and a-half; Sundays time and a-half, holidays double time	Engine-drivers, £5 13s; Firemen, £4 18s.
Engine-driving and Firemen, etc. (Railways, Loco.) (W.A.G.R.)	16s. 2$\frac{10}{11}$d. per day ...	44	Time and a-quarter for first 4 hours, thereafter time and a-half. Holidays, time and a-half	Firemen, 17s. 6$\frac{4}{11}$d. per day, minimum
Do. (Midland Company)	15s. 9d. per day	44 (exclusive of Sunday)	In excess of 44 hours per week, time and a-quarter. In excess of 8 hours in one shift time and a-quarter first 2 hours: time and a-half next 2 hours; thereafter, double time	
Engine-drivers and Firemen (Generating Station, East Perth)	13s. 10d. per day... ...	48	Time and a-quarter; Sundays and holidays time and a-half	
Engine-driving and Firemen (Coal Mining, South-West Land Division)	18s. 11d. per shift of 7 hours	94 per fortnight ...	Time and a-half	Rates based on existing price of coal.

COMPENDIUM OF MINIMUM WAGE, ETC.—*continued*

Industry.	Minimum Wage (Adult).	Ordinary weekly working hours.	Overtime.	Remarks.
Engine-driving and Firemen (Tin Mining, Greenbushes)	14s. 3d. per shift of 8 hours	47	Time and a-quarter first 4 hours, thereafter time and a-half. Sundays and holidays time and a-half	Firemen, 13s. 4d. per shift.
Engine drivers and Firemen (S.W. Ind. District)	10s. 6d. per day	48	Time and a-quarter first 2 hours, time and a-half thereafter, also Sundays and holidays. Christmas Day and Good Friday, double time	Firemen, 11s. per shift. Date 1st May, 1919.
Engine-drivers and Firemen (Boulder Municipality)	11s. 9d. per day	... ...	Time and a-quarter first 2 hours, time and a-half thereafter, and for Sundays and holidays. Christmas Day and Good Friday, double time	96 hour fortnight. Agreement filed July, 1919.
Engine-drivers and Firemen (Wyndham Meat Works)—Refer "Meat Works."				
Fibrous Plaster, Modellers and Cement Goods	1s. 11d. per hour ...	48	First hour time and a-quarter, next 2 hours time and a-half, and thereafter double time. Saturday afternoon and Sunday, double time	
Fire Brigades	£4 5s. per week	...	Time and a-half	Two platoons worked in every 24 hours, viz.:—"A" platoon 8 a.m. to 6 p.m. "B" platoon 6 p.m. to 8 a.m.
Firewood Cutting (Westonia) ...	... ...	...	... ...	Piecework rates only provided.
Food Manufacturing, etc.	Male, £4 10s. per week, Female, £2 5s. per week	48	Time and a-half for first 4 hours, double time thereafter and for Sundays and holidays	
Furniture Trades *	Male, 15s. per day: Females, 8s. 4d. per day	48 and 44	Time and a-quarter first 2 hours, time and a-half thereafter up to 10 p.m., and double time till usual starting time next day. Saturday afternoon time and a-half for first 2 hours, and double time thereafter. Sunday double time	
Gas (Perth and Fremantle) ...	£4 5s. per week	48	Time and a-half first 4 hours, double time thereafter. Sunday time and a-half, holidays double time	
Hairdressing *	£4 18s. per week	48	No overtime permitted	
Hospital (Coastal)	Male Orderly, £3 19s. 4d. per week	48	Time and a-half	
Hospital (Coastal) (Laundry Workers)	£2 14s. 6d. per week ...	44		
Hospital, Asylum (Eastern Goldfields)	£3 0s. 4d. per week (and board and lodging)	48	do.	
Do. Laundry Staff	£2 3s. 10d. per week (and board and lodging)	44	do.	
Do. Kitchen Staff	£1 15s. per week (and board and lodging)	48	do.	
Do. General Staff	do. do. ...	48	do.	
Do. (Wooroloo)	£11 19s. 9d. per month (and board and lodging)	193 in 4 weeks ...	do.	
Do. (Wooroloo) (Laundry Workers)	£8 per month (minimum)	44		
Hotel, Club, Caterers (Collie) ...	Male, £2 15s. 6d. per week (and board and lodging); Female, £1 13s.	48	Time and a-half. In excess of 4 hours, double time	
Do. (Northam) ...	Same as Collie	48	do. do. do.	
Do. (Perth and District)	Males, £3 0s. 3d. per week and board and lodging.	48	do. do. do.	
Do. do. ...	Females, Restaurants, £1 13s.; Hotels, £1 17s. 9d. (and board and lodging); Tearooms, £1 16s. 10d. (and board)	44		
Hotel (State)	£2 15s. 6d. per week (and board and lodging)	48	do. do. do	Female, £1 15s.
Jewellers and Watchmakers * ...	£4 16s. per week	48	Time and a-half. Sundays and holidays double time	Female, £2 13s. 6d.
Journalism (Metropolitan)	£5 15s. per week	44	No provision	"Sunday Times" and "Worker."
Labourers (Builders)	1s. 11½d. per hour ...	44	First hour time and a-quarter, next 2 hours time and a-half, Saturday afternoon, Sunday and holidays, double time	
Laundering (Metropolitan) * ...	9s. per day	44	Time and a-half	Wash-house man 14s. per day.
Lime Industry (Perth and District)	1s. 11½d. per hour ...	48	Time and a-quarter first 4 hours, time and a-half thereafter. Sunday, time and a-quarter. Holidays, double time	
Marine Divers and Tenders ...	(30s. per day when diving); £5 3s. 7d. per week	44	Monday to Friday from 5 p.m. to midnight shift and a-half, thereafter double shift. Saturday, 1 p.m. to 9 p.m., shift and a-half, thereafter till starting on Monday, double time. Holidays double time	
Marine Stores	£4 per week	48	Time and a-half	
Masters of Boats *	£3 per week	47	1s. 6d. per hour, On Sunday, 2s. 6d per hour	Dated 23rd Dec., 1915.
Meat Industry (Ham and Bacon Curing)	£4 15s. per week	48	Time and a-half first 2 hours, double time thereafter	Foggitt, Jones & Co.
Do. (British - American By-Products Co.)	£4 15s. per week	44	Time and a-half	
Do. (Wyndham Meat Works)	£1 1s. 4d. per day ...	44	Time and a-half; from 12 midnight Saturday to 6 p.m. Sunday, double time. From 6 p.m. to midnight, treble time	
Mining (Coal, Collie) *	16s. 6d. per day	7 hour day ...	First 2 hours time and a-quarter, thereafter and Sundays, time and a-half	The minimum is raised by 2s. per day when wheelers are receiving 20s. 3d. per day on contract work

COMPENDIUM OF MINIMUM WAGE, ETC.—*continued.*

Industry.	Minimum Wage (Adult).	Ordinary weekly working hours.	Overtime.	Remarks.
Mining (Gold) (Yilgarn, etc.) ...	14s. 4d. per shift ...	48	First 2 hours time and a-half, thereafter and for holidays double time. Sunday, time and a-third. In excess of 8 hours, time and a-half for first 2 hours, and thereafter double time	44 hour week for workers underground.
Do. (Northampton)	13s. 4d. per shift ...	48	do. do. do.	do. do.
Do. (Meekatharra)	15s. 3d. per shift ...	48	do. do. do.	do. do.
Moulders (Metropolitan) *	£5 4s. 4d. per week ...	48	Time and a-half first 4 hours, double time thereafter, and for Sundays, Christmas Day, Easter Monday and Labour Day	
Do. (Railways)	18s. per day	44	Time and a-quarter first 4 hours, time and a-half thereafter, and for Sundays and holidays	
Do. (Works and Trading Concerns)	£5 7s. 4d. per week ...	44	Time and a-half first 4 hours, double time thereafter, and for Sundays and holidays	
Do. Assistants do. ...	£4 6s. 4d. per week ...	44	do. do. do.	
Do. (Mining)	19s. per day	48	Time and a-half for first 2 hours, double time thereafter, and for Sundays and holidays	
Moulding (Stove, Range and Grate work)	1s 7½d. per hour ...	48	Time and a-quarter for first 2 hours, time and a-half thereafter, Sundays and holidays double time	Dated 12th Aug., 1919.
Municipal Employees (Subiaco) ...	12s. per shift of 8 hours ...	48	Time and a quarter; holidays, double time ...	Sanitary work on Saturday night. time and a-half. Dated, 1919.
Do. (Kalgoorlie) ...	15s. per day	44	Time and a-quarter for first 4 hours, time and and a-half thereafter, and Sundays time and a-half. Holidays, double time	Dated 1920.
Do. (Boulder) ...	15s. per day	44	Time and a-quarter first 4 hours, time and a-half thereafter. Sunday and holidays double time	
Do. (Mid. Junction)	10s. per day	48	Time and a-quarter. Sunday and holidays double time	Not retired from, but superseded by private award
Opticians' Mechanics	£4 16s. per week	48	Time and a-half; Sunday and holidays double time	Hours to be those worked prior to making agreement if less than 48 hours.
Painters and Paperhangers (Metropolitan) *	2s. 2½d. per hour; 2s. 4½d. per hour	48 hour week; 44 hour week	Time and a-half from knock-off time to midnight. From midnight to usual starting time, double time. Sundays and holidays double time	
Painters and Paperhangers (Government) *	£5 7s. 4d. per week ...	44	Time and a-half first four hours, double time thereafter. Sundays and holidays double time.	
Painters and Paperhangers (Kalgoorlie)	1s. 9d. per hour	48	Time and a quarter first two hours, 7 p.m. to midnight time and a-half. Midnight to 7·30 a.m., double time. *On Saturdays* 12 to 5 p.m., time and a-quarter; 5 p.m. to midnight time and a-half: midnight to 7·30 a.m. on Monday, double time	Paperhangers, 1s. 10½d. per hour. Signwriters, 2s. 1d. per hour. Dated 10–7–17.
Pastrycooking	£5 per week	48	Time and a-quarter. Holidays, double time	
Photographic	Male, £4 5s. per week; Female, £2 10s. per week	44	Time and a-half first 4 hours, double time thereafter. Saturday afternoon, Sundays and holidays, double time	
Plumbing (Government)	£5 7s. 4d. per week ...	44	Time and a quarter first three hours, time and a-half next 4 hours. thereafter double time. Sundays and holidays, double time	
Pottery and Porcelain	13s. 10d. per day	48	Time and a-quarter first 2 hours, time and a-half thereafter; Sunday and holidays, double time	
Plumbing (Mining)	19s. per day or shift ...	48	Time and a-half first 2 hours, double time thereafter. Sundays and holidays double time	
Do. (Metropolitan)	2s. 6d., 1s. 11d., per hour	44	Time and a-quarter first 2 hours, time and a-half till midnight: double time from midnight to 6 a.m., time and a-half from 6 a.m. to 7·30 a.m. Sundays and holidays double time.	
Printing (Metropolitan) *	£5 3s. per week	44	Time and a-third first 2 hours, time and a-half next 2 hours, double time thereafter. Saturday afternoon, Sunday and holidays, double time	Females, 50s. per week.
Do. (Country)	£4 10s. 6d. per week ...	46 (day); 42 (night)	do. do. do.	Machine Compositors, £5 15s. 6d., 42 hours week.
Do. (Newspaper)	£5 5s. per week day work; £5 10s. per week night work	44 (day); 42 (night)	Time and a-third first 2 hours, time and a-half next 2 hours, double time thereafter. Special Sunday Work, double time, holidays, treble time	Readers, £5 11s., night work. Readers, £5 1s. day work.
Do. (Cardboard Box, etc.) ...	£4 3s. per week	44	Time and a-third. Holidays double time ...	Female, 47s. 6d. per week.
Do. Railways (W.A.G.R.)* ...	12s. 10d. per day... ...	48	Time and a-quarter; in excess of 10 hours in one shift time and a-half for first two hours, double time thereafter; Sunday, time and a-half	Tradesman's, etc., Section 44 hours week.
Railways (Midland)	12s. 10d. per day... ...	48	do. do. do.	do. do.
Do. (Officers)	£210 per annum	38 and 48	Ordinary rate for first 2 hours, thereafter time and a-quarter	Hours range from 38 hours per week to 48 hours.
Railway Employees (Midland engine-drivers, etc.)	15s. 9d. per day	44, exclusive of Sunday	In excess of 44 hours per week, time and a-quarter. In excess of 8 hours in one shift, time and a-quarter first 2 hours, time and a-half next 2 hours, double time thereafter, Sunday time and a-half	
Restaurant Employees (Government Railway)	£3 6s. per week	48	Time and a-half. Holidays double time ...	Female, £2 5s. per week.
Road Board Employees (Kalgoorlie)	15s. per day	44	Time and a-quarter first 4 hours, time and a-half thereafter	

COMPENDIUM OF MINIMUM WAGE, ETC.—*continued*

Industry.	Minimum Wage (Adult).	Ordinary weekly working hours.	Overtime.	Remarks.
Saddlery and Leather	Male, £5 4s. per week; Female, £2 12s.	48 and 45	Time and a-quarter first 2 hours, time and a-half till midnight, double time thereafter till usual starting time. Sunday and holidays double time	
Salesmen (Wholesale Metropolitan)	Male, £4 5s. per week; Female, £2 15s.	As worked prior to 1-11-21	Time worked in excess of 44 hours in one week or 8 hours in one day, time and a-half; in excess of 4 hours on Saturday, on Sunday and on holidays, double time	
Sheet Metal Working	£4 16s. per week	48	Time and a-quarter first 2 hours, double time thereafter, holidays double time	
*Shipwrights and Boatbuilders (Government)	£5 13s. 4d. per week ...	44	Time and a-quarter first 3 hours, time and a-half next 4 hours, thereafter double time. Sundays and holidays double time	
Shipwrights and Boatbuilders ...	17s. per day.	48	Double time	Dated 13-6-19.
Shop Assistants (Albany)	£4 10s. per week	Not to exceed 48 ...	Time and a-half first 4 hours, double time thereafter. Saturday afternoon, Sunday and holidays, double time	Female, £2 11s. 6d.
Do. (Bunbury) ...	£4 12s. 6d. per week ...	48	Time and a-half. Saturday afternoon, Sunday and holidays, double time	£2 13s., Female.
Do. (Busselton) ...	Male, £4 12s. 6d. per week; Female, £2 13s.	In accordance with Factories and Shop Acts	Time and a-half first 4 hours, double time thereafter. Wednesday afternoon and holidays, double time	
Do. (Collie)	Male, £4 12s. 6d. per week; Female, £2 13s. per week	In accordance with Factories and Shop Acts	Time and a-half. Saturday afternoon, Sunday and holidays, double time	
Do. (Geraldton)... ...	Male, £4 17s. 6d. per week; Female, £2 13s. per week	do. do.	Time and a-half. On weekly half-holiday, Sundays, and holidays, double time	Made in 1921.
Do. (Harvey)	do. do.	As prescribed by "Factories Act"	Time and a-half. Sundays and holidays double time	
Do. (Radius of 10 miles from Kalgoorlie)	Male, £4 10s. per week; Female, £2 12s. 6d. per week	48	Time and a-quarter first 2 hours, time and a-half thereafter	Made in 1921.
Do. (Katanning) ...	Male, £4 10s. per week; Female, £2 11s. 6d. per week	As prescribed by "Factories Act"	Time and a-half, Sunday and holidays double time	
Do. (Metropolitan) ...	do. do.	48 and 44	Time and a-half first 4 hours, thereafter double time. Saturday afternoon, Sundays and holidays, double time	44 hour week.
Do. (Narrogin)	do. do.	As prescribed by "Factories Act"	Time and a-half first 4 hours, double time thereafter, Sundays and holidays double time	Female, £2 11s. 6d. per week.
Do. (Northam)	Male, £4 5s. per week; Female, £2 10s. per week	do. do.	Time and a-half. Sundays and holidays double time.	Female, £2 10s.
Do. (Wagin)	Male, £4 10s per week; Female, £2 11s. 6d. per week	do. do.	Time and a-half first 4 hours, thereafter double time. Saturday afternoon, Sundays and holidays, double time	Female, £2 11s. 6d.
Do. (Fruit and Produce)	£4 5s. per week	48	Time and a-half. Sunday and holidays double time	
Do. (Skin, Hide, and Wool)	£4 8s. per week	44	Time and a-half till 10 p.m., double time thereafter; Saturday afternoon and holidays double time. 5s. per hour Sundays	
Slaughtering (Perth and District) ...	£3 17s. 6d. per week ...	48	Time and a-half first 2 hours, double time thereafter. Sunday 2/6th of weekly wage in addition to ordinary pay, holidays 1/6th of weekly wage in addition to ordinary pay	Foggitt Jones and others, dated 30-3-20.
Superphosphate and Chemical ...	14s. per day	48	Time and a-quarter first 2 hours, time and a-half thereafter. Sunday and holidays double time	
Tailors (Perth and District) ...	Male, £4 13s. 9d. per week; Female, £2 13s. 1½d. per week	44	Time and a-half Sundays and holidays, ordinary time in addition to ordinary pay	
Do. (Geraldton)	do. do.	do. do.	do. do. do.	
Do. (Kalgoorlie and Boulder) ...	£5 per week.	do. do.	Time and a-quarter first 5 hours, time and a-half thereafter. No work on Sunday. Holidays double time	Female, £3 per week.
Tally Clerks (Bunbury)	Rates payable to members of Waterside Workers' Federation (Bunbury Branch)	As worked by Waterside Workers' Federation (Bun. Brch.)	Rates payable to members of Waterside Workers' Federation (Bunbury Branch)	Wheat cargo, 3d. per hour extra.
Do. Timber	13s. 7d. per day	48	No provision	
Do. Timber (boxmaking) ...	Male, £4 3s. per week; Female, £2 7s. 6d. per week	44	Time and a-third	
Tramways (Car Builders—Commissioner of Railways)	17s. 6d. per day ... ... male, 82 7s. 6d. per week	44	Time and a-quarter first 4 hours, time and a-half thereafter	
Do. (Employees)	16s. 3d. per day	44	Time and a-quarter. Traffic workers employed on Sunday, time and a-half	Watchman, £5 3s. 4d. per week of 7 days.
Do. (Electricity Officers) ...	£269 per annum	38 to 44	Ordinary rate first 2 hours, thereafter time and a-quarter; Sunday time and a-quarter	
Undertakers' Assistants (Perth and District)	£4 13s. per week	48	Time and a-half first 4 hours, double time thereafter. Sunday time and a-half. Holidays time and a-quarter in addition to ordinary rate	44 hours only may be worked on coffin-making.
Vineyard and Orchard (S.W. Land Division)	£3 14s. 6d. per week ...	48	Time and a-half first 4 hours, double time thereafter; Saturday afternoon time and a-quarter in addition to ordinary rate, Sunday double time in addition to ordinary rate	
Water Supply, Sewerage and Drainage (Government)	£4 3s. 4d. per week. (Goldfields Section, 6d. extra)	44	Time and a-half first 4 hours, thereafter double time, Sunday and holidays double time	
Wine and Spirit (Metropolitan) ...	£4 12s. 6d. per week ...	48	Time and a-half first 4 hours, double time thereafter. Saturday afternoon and holidays double time	

* Award of Court.

NOTE.—In a number of Awards dealing with Government Workers the hours were fixed at 48 per week. By agreement the working week was reduced to 44 hours as from July, 1924. The amended hours and rates of pay have, however, been shown in the Compendium, notwithstanding that the necessary formalities to have the Awards varied have not, in all cases, been finalised.

COST OF FOOD AND GROCERIES.

January, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of January, 1926.

Compared with the preceding month (December, 1925) there has been a decrease for the thirty towns considered as a whole of 0.4 per cent. Three of the States show decreases and three show increases. The decrease was greatest in New South Wales (1.5 per cent.), followed in the order named by Western Australia (0.3 per cent.) and Victoria (0.1 per cent.) The increase in South Australia amounts to 1.6 per cent. and in Queensland and Tasmania to 1.0 per cent.

Compared with the corresponding month—January—of last year all the States with the exception of Western Australia show increases. The increase was greatest in Queensland (10.2 per cent.), followed in the order named by New South Wales (6.0 per cent.), South Australia (4.4 per cent.), Tasmania (4.2 per cent.), and Victoria (3.4 per cent.). The decrease in Western Australia amounted to 6.0 per cent. The weighted average index-number for the thirty towns considered as a whole was 1803 in January, 1926, compared with 1727 in January, 1925, an increase of 4.4 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in January, 1926, compared with July, 1914, January, 1925, and December, 1925. In the last column the percentage increase in January, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (66.9 per cent.), followed in the order named by New South Wales (57.3 per cent.), Victoria (57.0 per cent.), Tasmania (56.0 per cent.), South Australia (49.2 per cent.), and Western Australia (30.3 per cent.).

The increase in cost in the thirty towns considered as a whole from July, 1914, to January, 1926, amounts to 54.9 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—January, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	Jan., 1925.	Dec., 1925.	Jan., 1926.	Percentage increase from July, 1914, to January, 1926.
					%
Sydney	1153	1720	1854	1824	58·2
Newcastle	1147	1736	1852	1829	59·5
Broken Hill	1468	1962	2085	2105	43·4
Goulburn	1183	1727	1878	1873	58·3
Bathurst	1097	1673	1808	1778	62·1
Weighted Average—N.S.W. (5 Towns) ...	1165	1728	1860	1832	57·3

Retail Price Indexes—continued.

Town.	July, 1914.	Jan., 1925.	Dec., 1925.	Jan., 1926.	Percentage increase from July, 1914, to January, 1926.
					%
Melbourne	1106	1677	1744	1730	56·4
Ballarat	1103	1701	1767	1794	62·6
Bendigo	1107	1699	1786	1797	62·3
Geelong	1089	1661	1747	1743	60·1
Warrnambool	1087	1660	1717	1692	55·7
Weighted Average—Victoria (5 Towns)...	1105	1678	1737	1735	57·0
Brisbane	1057	1644	1781	1799	70·2
Toowoomba	1041	1528	1768	1749	68·0
Rockhampton	1156	1652	1814	1855	60·5
Charters Towers ...	1246	1807	1971	1994	60·0
Warwick	1083	1556	1747	1728	59·6
Weighted Average—Queensland (5 Towns)	1082	1639	1789	1806	66·9
Adelaide	1250	1781	1822	1854	48·3
Kadina, etc.	1230	1791	1906	1903	54·7
Port Pirie...	1291	1843	1972	1999	54·8
Mt. Gambier	1064	1693	1785	1766	66·0
Peterborough	1340	1903	1935	1953	45·7
Weighted Average—S.A. (5 Towns) ...	1247	1783	1832	1861	49·2
Perth	1340	1936	1809	1802	34·5
Kalgoorlie...	1664	2129	2087	2090	25·6
Northam	...	1864	1948	1949	...
Bunbury	1418	1975	1911	1881	32·7
Geraldton	1445	2005	1950	1959	35·6
Weighted Average—W.A. (5 Towns) ...	1412	1957	1846	1840	30·3
Hobart	1211	1793	1851	1884	55·6
Launceston	1144	1787	1824	1819	59·0
Burnie	...	1734	1903	1910	...
Devonport	...	1831	1855	1868	...
Queenstown	1315	1991	2087	2087	58·7
Weighted Average—Tasmania (5 Towns)	1201	1798	1854	1873	56·0
Weighted Average—Australia (6 Caps.)	1152	1722	1802	1794	55·7
Weighted Average—Australia (30 Tns.)	1164	1727	1810	1803	54·9
*Townsville, Queensland	...	1850	1996	2028	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 5th March, 1926.

COST OF FOOD AND GROCERIES.

February, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of February, 1926.

Compared with the preceding month (January, 1926) there has been a decrease for the thirty towns considered as a whole of 0.4 per cent. All the States with the exception of Western Australia show decreases. The decrease was greatest in Queensland (2.5 per cent.), followed in the order named by New South Wales and Tasmania (1.0 per cent.), South Australia (0.2 per cent.), and Victoria (0.1 per cent.). The increase in Western Australia amounted to 3.8 per cent.

Compared with the corresponding month—February—of last year all the States with the exception of Western Australia show increases. The increase was greatest in Queensland (6.0 per cent.), followed in the order named by New South Wales (4.9 per cent.), Tasmania (3.7 per cent.), Victoria (2.6 per cent.), and South Australia (1.9 per cent.). The decrease in Western Australia amounted to 4.3 per cent. The weighted average index-number for the thirty towns considered as a whole was 1795 in February, 1926, compared with 1739 in February, 1925, an increase of 3.2 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in February, 1926, compared with July, 1914, February, 1925, and January, 1926. In the last column the percentage increase in February, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (62.8 per cent.), followed in the order named by Victoria (56.8 per cent.), New South Wales (55.6 per cent.), Tasmania (54.5 per cent.), South Australia (49.0 per cent.), and Western Australia (35.3 per cent.).

The increase in cost in the thirty towns considered as a whole from July, 1914, to February, 1926, amounts to 54.2 per cent.

RETAIL PRICE INDEXES.

(Based upon the Cost of Food and Groceries only—February, 1926.)

Retail prices index-numbers for each of the 30 principal towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	Feb., 1925.	Jan., 1926.	Feb., 1926.	Percentage increase from July, 1914, to Feb., 1926.
					%
Sydney	1153	1721	1824	1804	56·5
Newcastle	1147	1745	1829	1817	58·4
Broken Hill	1468	1983	2105	2102	43·2
Goulburn	1183	1742	1873	1847	56·1
Bathurst	1097	1670	1778	1755	60·0
Weighted Average—N.S.W. (5 Towns) ...	1165	1729	1832	1813	55·6
Melbourne	1106	1688	1730	1728	56·2
Ballarat	1103	1716	1794	1791	62·4
Bendigo	1107	1719	1797	1783	61·1
Geelong	1089	1668	1743	1740	59·8
Warrnambool	1087	1659	1692	1710	57·3
Weighted Average—Victoria (5 Towns) ...	1105	1689	1735	1733	56·8
Brisbane	1057	1666	1799	1753	65·8
Toowoomba	1041	1543	1749	1710	64·3
Rockhampton	1156	1677	1855	1809	56·5
Charters Towers ...	1246	1845	1994	1956	57·0
Warwick	1083	1565	1728	1722	59·0
Weighted Average—Queensland (5 Towns)	1082	1662	1806	1761	62·8
Adelaide	1250	1823	1854	1853	48·2
Kadina, etc.	1230	1804	1903	1891	53·7
Port Pirie...	1291	1867	1999	1985	53·8
Mt. Gambier	1064	1723	1766	1748	64·3
Peterborough	1340	1919	1953	1910	42·5
Weighted Average—S.A. (5 Towns) ...	1247	1823	1861	1858	49·0

Retail Price Indexes—continued.

Town.	July, 1914.	Feb., 1925.	Jan., 1926.	Feb., 1926.	Percentage increase from July, 1914, to February, 1926.
					%
Perth	1340	1971	1802	1879	40·2
Kalgoorlie...	1664	2169	2090	2124	27·6
Northam	...	1955	1949	2007	...
Bunbury	1418	2019	1881	1927	35·9
Geraldton	1445	2053	1959	1999	38·3
Weighted Average—W.A. (5 Towns) ...	1412	1995	1840	1910	35·3
Hobart	1211	1784	1884	1854	53·1
Launceston	1144	1772	1819	1816	58·7
Burnie	...	1740	1910	1905	...
Devonport	...	1832	1868	1881	...
Queenstown	1315	1993	2087	2075	57·8
Weighted Average—Tasmania (5 Towns)	1201	1789	1873	1855	54·5
Weighted Average—Australia (6 Caps.)	1152	1734	1794	1786	55·0
Weighted Average—Australia (30 Tns.)	1164	1739	1803	1795	54·2
*Townsville, Queensland	...	1875	2028	2012	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 20th March, 1926.

COST OF FOOD AND GROCERIES.

March, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of March, 1926.

Compared with the preceding month (February, 1926) there has been an increase for the thirty towns considered as a whole, of 2.9 per cent. All the States show increases. The increase was greatest in New South Wales (4.2 per cent.), followed in the order named by Victoria (3.2 per cent.), South Australia (1.3 per cent.), Tasmania and Queensland (0.8 per cent.), and Western Australia (0.4 per cent.)

Compared with the corresponding month—March—of last year, all the States with the exception of Western Australia show increases. The increase was greatest in New South Wales (8.1 per cent.), followed in the order named by Queensland (5.3 per cent.), Tasmania (5.2 per cent.), Victoria (4.6 per cent.), and South Australia (2.6 per cent.) The decrease in Western Australia amounted to 4.6 per cent. The weighted average index-number for the thirty towns, considered as a whole, was 1847 in March, 1926, compared with 1759 in March, 1925, an increase of 5.0 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in March, 1926, compared with July, 1914, March, 1925, and February, 1926. In the last column the percentage increase in March, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (64.0 per cent.), followed in the order named by New South Wales (62.2 per cent.), Victoria (62.0 per cent.), Tasmania (56.4 per cent.), South Aus-

tralia (50.9 per cent.), and Western Australia (35.8 per cent.)

The increase in cost in the thirty towns, considered as a whole, from July, 1914. to March, 1926, amounts to 58.7 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—March, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (=1000).

Town.	July, 1914.	Mar., 1925.	Feb., 1926.	Mar., 1926.	Percentage increase from July, 1914 to March, 1926.
					%
Sydney	1153	1741	1804	1886	63·6
Newcastle	1147	1767	1817	1871	63·1
Broken Hill	1468	1996	2102	2126	44·8
Goulburn	1183	1750	1847	1869	58·0
Bathurst	1097	1692	1755	1778	62·1
Weighted Average—N.S.W. (5 Towns) ...	1165	1749	1813	1890	62·2
Melbourne	1106	1712	1728	1791	61·9
Ballarat	1103	1727	1791	1802	63·4
Bendigo	1107	1739	1783	1810	63·5
Geelong	1089	1679	1740	1770	62·5
Warrnambool	1087	1663	1710	1731	59·2
Weighted Average—Victoria (5 Towns)...	1105	1712	1733	1790	62·0
Brisbane	1057	1691	1753	1766	67·1
Toowoomba	1041	1579	1710	1732	66·4
Rockhampton	1156	1699	1809	1836	58·8
Charters Towers ...	1246	1820	1956	1951	56·6
Warwick	1083	1593	1722	1729	59·6
Weighted Average—Queensland (5 Towns)	1082	1685	1761	1775	64·0
Adelaide	1250	1834	1853	1877	50·2
Kadina, etc.	1230	1800	1891	1913	55·5
Port Pirie...	1291	1899	1983	2000	55·6
Mt. Gambier	1064	1726	1748	1821	71·1
Peterborough	1340	1941	1910	1908	42·4
Weighted Average—South Australia (5 Towns)	1247	1834	1858	1882	50·9
Perth	1340	1988	1879	1881	40·4
Kalgoorlie	1664	2168	2124	2150	29·2
Northam	...	2030	2007	2018	...
Bunbury	1418	2019	1927	1987	40·1
Geraldton	1445	2069	1999	2010	39·1
Weighted Average—Western Australia (5 Towns)	1412	2010	1910	1917	35·8
Hobart	1211	1780	1870	1881	55·3
Launceston	1144	1762	1816	1842	61·0
Burnie	...	1757	1905	1892	...
Devonport	...	1838	1881	1891	...
Queenstown	1315	2006	2075	2084	58·5
Weighted Average—Tasmania (5 Towns)	1201	1785	1864	1878	56·4
Weighted Average—Australia (6 Capitals)	1152	1755	1786	1842	59·9
Weighted Average—Australia (30 Towns)	1164	1759	1795	1847	58·7
*Townsville, Queensland	...	1910	2012	2053	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 29th April, 1926.

RETAIL PRICE INDEX NUMBERS.

1. *Food, Groceries, and Housing.*

Retail Price Index-Numbers (Food, Groceries, and Housing—all Houses) for each of Thirty Towns for the year ending 31st March. 1926, with weighted average for the six Capital Cities in 1911 as base (=1000).

State and Town.	1925. 2nd Quarter (April to June.)	1925. 3rd Quarter (July to Sept.)	1925. 4th Quarter (Oct. to Dec.)	1926. 1st Quarter (Jan. to March.)	Index-Numbers for 12 months ending. 31st Dec., 1925.	Index-Numbers for 12 months ending. 31st March. 1926.
New South Wales—						
Sydney	1746	1774	1801	1828	1762	1787
Newcastle	1651	1685	1702	1701	1670	1685
Broken Hill	1606	1640	1615	1626	1594	1622
Goulburn	1733	1758	1795	1785	1752	1768
Bathurst	1485	1509	1548	1555	1501	1524
Weighted Average—New South Wales	1732	1760	1786	1809	1748	1772
Victoria—						
Melbourne	1746	1761	1759	1779	1745	1761
Ballarat	1508	1542	1542	1545	1519	1534
Bendigo	1496	1559	1550	1544	1518	1537
Geelong	1579	1630	1671	1708	1608	1647
Warrnambool ...	1537	1577	1569	1548	1551	1558
Weighted Average—Victoria	1719	1739	1738	1756	1721	1738
Queensland—						
Brisbane	1530	1541	1574	1643	1535	1572
Toowoomba ...	1472	1514	1570	1563	1494	1530
Rockhampton ...	1484	1525	1545	1580	1499	1534
Charters Towers ...	1415	1448	1493	1489	1441	1461
Warwick	1432	1471	1509	1510	1448	1481
Weighted Average—Queensland ...	1516	1533	1567	1623	1524	1560
South Australia—						
Adelaide	1756	1727	1716	1736	1727	1734
Kadina, etc. ...	1427	1431	1440	1421	1422	1430
Port Pirie	1560	1574	1574	1615	1553	1581
Mount Gambier ...	1364	1362	1370	1382	1357	1370
Peterborough ...	1662	1644	1635	1589	1642	1633
Weighted Average—South Australia...	1729	1703	1694	1712	1702	1710
Western Australia—						
Perth, etc. ...	1661	1621	1552	1631	1616	1616
Kalgoorlie, etc. ...	1582	1572	1550	1566	1572	1568
Northam	1656	1635	1618	1601	1621	1628
Bunbury	1601	1552	1519	1506	1557	1545
Geraldton	1649	1654	1601	1592	1628	1624
Weighted Average—Western Australia	1651	1615	1554	1620	1610	1610
Tasmania—						
Hobart	1746	1722	1729	1789	1738	1747
Launceston... ...	1629	1634	1647	1640	1638	1638
Burnie	1600	1649	1666	1683	1623	1650
Devonport	1652	1669	1645	1652	1658	1655
Queenstown ...	1456	1476	1479	1453	1461	1466
Weighted Average—Tasmania ...	1693	1684	1691	1725	1692	1698
Weighted Average—30 Towns ...	1700	1713	1721	1748	1702	1721
Weighted Average—6 Capitals ...	1722	1732	1740	1771	1722	1741

Commonwealth Bureau of Census and Statistics.
Melbourne, 29th April, 1926.

2. *Food, Groceries, and Housing (all Houses)—1st Quarter,* 1926.

Quarterly index-numbers of the prices of food, groceries, and housing (all houses) are now largely used for purposes of wage variations. In the following table index-numbers are given for the six capital cities for the quarters ending March, 1925, December, 1925, and March, 1926:—

Town.	Quarter ending—		
	March, 1925.	December, 1925	March, 1926.
Sydney	1727	1801	1828
Melbourne	1714	1759	1779
Brisbane	1496	1574	1643
Adelaide	1709	1716	1736
Perth	1629	1552	1631
Hobart	1755	1729	1789
Weighted Average—Six Capitals ...	1694	1740	1771

Compared with the immediately preceding quarter, the index-numbers for the first quarter of this year are higher in all the capital cities and compared with the corresponding quarter (1st quarter) of 1925 they are also higher in all the capital cities.

Commonwealth Bureau of Census and Statistics,
Melbourne, 29th April, 1926.

RETIREMENTS FROM AWARDS OF THE COURT AND INDUSTRIAL AGREEMENTS FILED DURING QUARTER ENDED 31st MARCH, 1926.

No. of Award or Agreement.	Industry and Parties affected.	Locality.	Retired by.	Date.
26/24	Lime Industry	Radius of 25 miles from Perth ...	Lime and Stone Merchants' Association of W.A.	28–1–26
29/21	Shop Assistants and Warehouse Employees' Industrial Union of Workers, Geraldton Branch	Radius of 5 miles from Post Office, Geraldton	Workers' Union ...	15–3–26

INDUSTRIAL AGREEMENTS GIVEN EFFECT OF AWARD AND MADE COMMON RULE DURING QUARTER ENDED 31st MARCH, 1926.

No. of Agreement.	Industry affected.	Area over which Agreement operates.	Date declared Common Rule.	Date of expiration of Agreement.
19/25	Barmaids and Barmen...	Collie Licensing District	26–2–26	15–3–28
58 25	Brickyard, etc.	Radius of 80 miles from G.P.O., Perth	17–3–26	1–10–28
61/25	Shop Assistants, Busselton	Radius of 20 miles from Busselton	16–3–26	8–11–28
59 25	Sheet Fibrous Plaster Workers and Plaster Modellers	25 miles from G.P.O., Perth ...	26–2–26	19–10–28

CANCELLATION OF REGISTRATION OF INDUSTRIAL UNION DURING QUARTER ENDING 31st MARCH, 1926.

The Registrar of Industrial Unions, after giving the prescribed notice in the *Government Gazette*, cancelled the registration of the following union :—

Name.	Grounds of Cancellation.	Date of Cancellation.
W.A. Sandalwood Producers' Association Industrial Union of Employers	That at a meeting called on the 17th January, 1926, a resolution was carried by the members present, after a ballot had been taken of all members of the Union and in which a majority had voted in favour of the dissolution and deregistration of the Union, that the Union should be accordingly dissolved and that the members should join a proposed section of the Australian Workers' Union, to be formed	29-3-26

SUNDRY REGISTRATIONS IN CONNECTION WITH INDUSTRIAL UNIONS DURING QUARTER ENDING 31st MARCH, 1926.

The following Applications in pursuance of the Industrial Arbitration Act, 1912-1925, to the Registrar of Industrial Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter :—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
149	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson, 5 Trades Hall, Perth ...	3-2-26
27	Clothing and Allied Trades' Industrial Union of Workers, Perth—The Western Australian	Annie Warren, Salisbury Street, Maylands (Acting Secretary)	19-1-26
259	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Bunbury Branch—The	Frederick John Jarvis, William Street, South Bunbury	9-2-26
268	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Geraldton Branch—The	Alfred Tombs Allen, Francis Street, Geraldton	15-3-26
145	Tally Clerks' Union of Workers—The Bunbury ...	Harry Edwin Forster, 39 Wellington Street, Bunbury	11-3-26
124	Tally Clerks' Union of Workers—The Fremantle ...	Herbert Turner, 31 Price Street, Fremantle	22-1-26
185	Tramway Employees' Union of Workers—Kalgoorlie Electric	Walter Frederick Rosewall, 155 Boulder Road, Kalgoorlie	16-1-26
	REGISTRATION OF TREASURERS.		
149	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	W. Robins	19-2-26
277	Cleaners, Caretakers, and Lift Attendants' Industrial Union of Workers—Metropolitan	Rita Isobel Ridley	6-3-26
180	Dock, Rivers and Harbour Workers' Union of Workers—Coastal	Frank Shirley	14-1-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	Walter Charles Harris	27-3-26
274	Jewellers, Watchmakers, and Allied Trades' Industrial Union of Workers—The Metropolitan	Edward William Lewig	29-3-26

Sundry Registrations in connection with Industrial Unions during Quarter ending 31st March, 1926—continued.

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF TRUSTEES.		
149	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Michael T. O'Halloran	19-2-26
11	Boot Trade of Western Australia Union of Workers, Perth—The	George Strickland; Thomas Casserly; E. C. Moore	30-1-26
27	Clothing and Allied Trades Industrial Union of Workers, Perth—The Western Australian	Elsie McMahon	19-1-26
180	Dock, Rivers and Harbour Works Union of Workers—Coastal	William Glasson; John Riley	14-1-26
205	Engine Drivers and Firemen's Union of Workers of Western Australia—Eastern Goldfields Federated	Albert Cunningham Toey	18-3-26
79	Engineers' Industrial Union of Workers (Coastal District), W.A.—Australasian Society of	James Waterman; Harry Smith; Isaac Wilderspin	26-2-26
248	Enigneers' Industrial Union of Workers, Fremantle—Australasian Society of	Thomas William Ebin Morris; Robert James Coleman; William Joseph Barnes	3-2-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	R. C. Young; H. W. Seaby	27-3-26
115	Hairdressers and Wigmakers' Employees Union of Workers—The Metropolitan	Patrick Maher	15-3-26
283	Hospital and Asylum Employees' Industrial Union of Workers of W.A., Eastern Goldfields Branch—The	Thelma Herbert	19-2-26
274	Jewellers, Watchmakers, and Allied Trades' Industrial Union of Workers—The Metropolitan	George Eustace Dodd; Cecil Gordon Joseph Mazzucchelli	29-3-26
54	Moulders' (Metals) Industrial Union of Workers, Perth—The Federated	Henry Alexander Fewings; Samuel Lewis	21-1-26
102	Saddlery and Leather Workers' Trades Employees Federation Industrial Union of Workers, Perth, Western Australian Branch—The Australian	William Boyd Harry; Henry Hewson ...	6-3-26
268	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Geraldton Branch—The	Arnold Curnow Phillips; Wilfred Theodore Winston	15-3-26
	CHANGE OF REGISTERED OFFICE.		
260	Butchers' Industrial Union of Employers—The Coastal Master	To 7-11 Warwick House, St. George's Terrace, Perth	15-1-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	To 25 Irwin Street, Perth	1-3-26
259	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Bunbury Branch—The	To William Street, South Bunbury ...	9-2-26
268	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Geraldton Branch—The	To Mr. A. T. Allan's Residence, Francis Street, Geraldton	15-3-26
287	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Northam Branch—The	To Forrest Street, Northam	7-1-26
	AMENDMENT OF RULES.		
204	Builders' Labourers' Union of Workers of Perth, Western Australia—The	... ...	18-2-26
1	Engine-drivers' Firemen, and Cleaners' Union of Workers—West Australian Locomotive	... ...	8-2-26
	CHANGE OF NAME.		
2	"Collie River District Miners' Union of Workers" to "The Coal Miners' Industrial Union of Workers of Western Australia, Collie."	... ...	15-3-26

INDUSTRIAL UNIONS AND ASSOCIATIONS REGISTERED AT COURT OF ARBITRATION.

Industrial Unions and Associations of Workers and Employers, with names of Secretaries and Addresses, from last returns furnished, and number of members at 31st December, 1925. Failure to forward list of members, etc., within the prescribed time renders the Union liable to a penalty of £2, and every member of the Committee of Management who permits such default is liable to a penalty of Five shillings for every week the default continues.

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
146	Aerated Water and Cordial Manufacturers' Employees, Coastal	E. W. Walsh	Trades Hall, Perth	113
59	Associated Gold Mines of Western Australia, (New), Limited, The (Industrial Union of Employers)	D. F. McAulay	Fimiston	...
67	Associated Northern Blocks (W.A.), Limited, The (Industrial Union of Employers)	G. M. Roberts	Lease 49, E. Kalgoorlie	...
303	A.W.U. Westralian Branch Pastoral and Agricultural Union of Workers	A. J. Watts	38 Stirling Street, Perth ...	1615
308	Bag, Sack and Textile Manufacturers' Employees—Coastal	J. W. Burgess	Trades Hall, Fremantle	48
9	Bakers, Perth and Fremantle Operative ...	T. Nielsen	Trades Hall, Perth	274
113	Bakers, Eastern Goldfields Operative	W. McL. Baird	Trades Hall, Kalgoorlie	*19
41	Bakers (Master) Kalgoorlie and Boulder (Industrial Union of Employers)	G. Richards	1 Exchange Buildings, Hannan Street, Kalgoorlie	10
302	Bakers (Master), Perth and Suburban (Industrial Union of Employers)	T. C. Ferguson	47 Walcott Street, Perth ...	64
293	Bank Officials' Federation, W.A. Branch, The Australian	W. Y. Cooke	29 New Zealand Chambers, St. George's Terrace, Perth	460
149	Barmaids' and Barmen's, Perth, The Western Australian	Charles Jackson	Trades Hall, Perth	*286
251	Boilermakers and Structural Iron and Steel Workers, Federated Society of, Coastal Districts, W.A.	E. A. Jackson	do. do.	234
11	Boot Trade of Western Australia Union of Workers, Perth	J. A. Lake...	Trades Hall, Perth	370
284	Bootmakers (Bespoke) and Repairers, The Metropolitan (Industrial Union of Employers)	G. W. Underwood ...	879 Hay Street, Perth	*97
230	Bottle Yards and Marine Store Employees, Coastal	G. C. Kerr	Trades Hall, Perth	29
36	Bread Carters, The Perth, Fremantle, and Suburban	O. E. Nilsson	Trades Hall, Perth	*70
126	Bread Carters, The Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	22
134	Breweries Employees, Coastal	G. C. Kerr	Trades Hall, Perth	249
47	Breweries Employees, Eastern Goldfields	E. J. Treby	Union Hall, Egan Street, Kalgoorlie	33
294	Bricklayers, The Coastal Operative	B. G. Deering	Trades Hall, Perth	345
144	Brickyard, Pottery and Porcelain Works, Westralian	A. W. Richardson ...	Trades Hall, Perth	278
204	Builders' Labourers' Union of Workers of Perth, W.A., The	James McCann	Trades Hall, Perth	364
30	Builders (Master) and Contractors' Association of Western Australia (Industrial Union of Employers)	P. Barrett	Commercial Union Chambers, St. George's Terrace, Perth	110
	Butchers (W.A. Branch).—See Meat Industry Employees (W.A. Branch).			
193	Butchers (W.A. Amalgamated), Eastern Goldfields Branch	Francis Ernest Michell ...	163 Davis Street, Boulder ...	49
260	Butchers (Master), The Coastal (Industrial Union of Employers)	W. A. Carcary	7–11 Warwick House, St. George's Terrace, Perth	18
20	Carpenters and Joiners of Australia—Perth City Amalgamated Society of	E. Ketterer	Trades Hall, Perth	589
238	Carpenters and Joiners of Australia—Fremantle Amalgamated Society of	A. Ramsay	Trades Hall, Fremantle	*165
246	Carpenters and Joiners of Australia—Subiaco Amalgamated Society of	E. Ketterer	Temperance Hall, Subiaco ...	113
247	Carpenters and Joiners of Australia—Bassendean Amalgamated Society of	Fred. Wright	"Wilverlly" Kenny Street, Bassendean	42
16	Carpenters and Joiners—Kalgoorlie Amalgamated Society of	H. Bosustow	Trades Hall, Kalgoorlie	75
186	Carriers (Master)—Fremantle Union of Employers (Industrial Union of Employers)	E. R. Bastin	2 Hope Street, South Fremantle	43
285	Carters and Drivers—West Australian (Kalgoorlie)	F. E. Michell	163 Davis Street, Boulder ...	25
273	Carters and Drivers—West Australian (Perth) ...	O. E. Nilsson	4 Trades Hall, Perth	*270
277	Cleaners, Caretakers, and Lift Attendants (Metropolitan)	E. N. Fitzgerald	Trades Hall, Perth	222
253	Clerical Association, Australian—W.A. Coastal Districts Branch	W. H. Kitson	Trades Hall, Perth	784

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
27	Clothing and Allied Trades, The Western Australian	Annie Warren	5 Wellington Buildings, Perth ...	853
26	Coach, Car, and Rolling Stock Builders (Coastal)	P. J. Trainer	15 Trades Hall, Perth	366
42	Coachbuilders and Farriers' (Master)—West Australian Industrial Union of Employers)	H. A. Tarrant	10 and 12, Irwin Street, Perth ...	60
301	Collectors of Marine Stores, Perth	Thomas Morris	171 Charles Street, West Perth	58
256	Collie District Traders' Employees	H. E. Squance	Johnston Street, Collie	72
139	Coopers of Australia, W.A. Branch Federated ...	Philip Campbell	Trades Hall, Perth	26
271	Dairymen's Metropolitan Retail Industrial Union of Employers	W. H. Taylor	56 St. George's Terrace, Perth ...	*51
194	Divers, Marine and Tenders (Fremantle)	J. J. Cobb	Trades Hall, Fremantle	25
180	Dock, Rivers and Harbour Works (Coastal)	C. M. Sullivan	do. do.	*272
	Electric Power and Lighting Corporation (1906), Limited, The Kalgoorlie	*See* Kalgoorlie Electric Power and Lighting Corporation (1906), Ltd.		
	Electric Tramway Employees' Unions	*See* Tramway Employees' Unions.		
289	Electrical Suppliers and Contractors' Association of Western Australia, The Metropolitan (Union of Employers)	J. Paton	16 Surrey Chambers	37
1	Engine-drivers (Locomotive), Firemen, and Cleaners' Union, West Australian	J. J. Kenneally	10 Trades Hall, Perth	1,002
83	Engine-drivers, The Kalgoorlie Certificated ...	Edgar Henry Harris ...	11 Hanbury Street, Kalgoorlie ...	30
97	Engine-drivers and Firemen, The Metropolitan and South-Western Federated Union of Workers of Western Australia	J. Breydon	17 Trades Hall, Perth	460
128	Engine-drivers, The Bunbury and District Branch of the Metropolitan and South-Western Amalgamated Certificated Union of W.A.	J. Breydon	17 Trades Hall, Perth	288
205	Engine-drivers and Firemen's, Eastern Goldfields Federated Union of Western Australia	C. Daly	13 Piesse Street, Boulder ...	353
148	Engine-drivers and Firemen, The Collie Federated Union of Western Australia	E. E. MacIntyre	Friendly Societies' Hall, Collie ...	31
117	Engine-drivers and Firemen's, The Federated Association of Australasia, W.A. Branch Association	J. Breydon	17 Trades Hall, Perth	...
300	Engineering Union, Amalgamated, Bassendean Branch	H. Balinski	Roads Board Hall, Bassendean...	88
52	Engineers, Amalgamated Society of, Perth Branch	Fred Glossop	Trades Hall, Perth	356
233	Engineers, Amalgamated Society of, Perth No. 2 Branch	J. M. Fallon	do. do.	*395
23	Engineers, Amalgamated Society of, Fremantle Branch	R. Williams	Trades Hall, Fremantle	229
73	Engineers, Amalgamated Society of, Midland Junction Branch	G. H. Moore	Masonic Hall, Padbury Terrace, Midland Junction	116
272	Engineers, Amagalmated Society of, Collie Branch	George Hay	Crown Hotel, Collie	30
250	Engineers, Amalgamated Society of, Kalgoorlie Branch	J. A. Paterson	194 Piccadilly Street, Kalgoorlie	172
258	Engineers, Amalgamated Society of, Subiaco Branch	J. W. Shacklock	Parish Hall, Subiaco	205
297	Engineers, Amalgamated Society of, Maylands Branch	R. W. Pletts	St. Luke's Hall, Maylands ...	86
58	Engineers, Amalgamated Coastal District Committee Industrial Association	S. Faull	Trades Hall, Perth	...
79	Engineers, Australasian Society of, Coastal District, W.A.	W. S. Richards	Temperance Hall, Museum Street, Perth	143
248	Engineers, Australasian Society of, Fremantle ...	O. P. Cole	Trades Hall, Fremantle	253
244	Engineers, Australasian Society of, Collie River District	C. E. Pearce	Crown Hotel, Collie	33
306	Entrepreneurs' Association Industrial Union of Employers of Western Australia	Elsie M. Pittard	His Majesty's Theatre, King Street, Perth	6
305	Fibrous Plaster and Plaster Modellers and Cement Goods Manufacturers' Employees' Union	E. W. Walsh	Trades Hall, Perth	91
252	Fire Brigade Employees (Coastal Districts) of Western Australia	G. Ryce	25 Irwin Street, Perth	101
6	Firewood Supply, The West Australian Goldfields, Limited (Industrial Union of Employers)	A. F. Cleland	Porter Street, Kalgoorlie ...	...
51	Firewood Company, The Kalgoorlie and Boulder, Limited (Industrial Union of Employers)	E. H. Jolly	Maritana Street, Kalgoorlie ...	...
249	Firewood Merchants, The Perth and Suburban (Industrial Union of Employers)	D. Mead	306 Wellington Street, Perth ...	44
265	Food Manufacturers and Wholesale Mixing and Packing Establishments Employees, The Coastal	J. W. Burgess	Trades Hall, Fremantle	67

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
207	Fremantle Trading Company, Limited (Industrial Union of Employers)	W. G. Sutherland (Manager)	Owen's Anchorage, South Fremantle	...
164	Furniture Trades, The United, Union, Perth, W.A.	Walter Hodsdon	Trades Hall, Perth	498
172	Gas Works Union of Workers, The Metropolitan ...	A. Carter	Trades Hall, Perth	129
33	Great Fingall Consolidated, Limited, The (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	399 St. George's Terrace, Perth ...	...
62	Great Boulder Proprietary Gold Mines, Limited, The (Industrial Union of Employers)	R. Hamilton (Manager) ...	Boulder	...
69	Golden Horseshoe Estates Company, Limited, The (Industrial Union of Employers)	J. W. Sutherland (General Manager)	Lease 351E, Boulder	...
77	Great Boulder Perseverance Gold Mining Company, Limited, The (Industrial Union of Employers)	E. Williams (Manager) ...	Fimiston	...
115	Hairdressers and Wigmakers' Employees, The Metropolitan	D. Freedman	5 Wellington Buildings, Perth ...	65
168	Hospitals Employees' Union of Workers, The Metropolitan Mental	J. W. Burgess	Trades Hall, Fremantle	273
295	Hospital Employees, W.A. Coastal Branch ...	J. W. Burgess	Trades Hall, Fremantle	218
283	Hospital and Asylum Employees of W.A., Eastern Goldfields Branch, The	Ivy Pirani...	Trades Hall, Kalgoorlie	25
173	Hotel, Club, Caterers, Tea Room and Restaurant Employees, Perth, The	George Ryce	25 Irwin Street, Perth	1,450
279	Hotel, Club, Caterers, Tea Room and Restaurant Employees, W.A. Goldfields Branch	May Grace	139 Dugan Street (Kalgoorlie)...	53
157	Ironmasters' Industrial Union of Employers, The Metropolitan	F. B. Tory	48/49 A.M.P. Buildings, Perth ...	14
274	Jewellers', Watchmakers', and Allied Trades, The Metropolitan	J. C. Gerring	Trades Hall, Perth	39
255	Journalists' Industrial Union of Workers of Western Australia, The Metropolitan	J. A. K. Tonkin	Wharf Street, Queen's Park ...	93
231	Kalgoorlie Electric Power and Lighting Corporation (1906), Limited, The (Industrial Union of Employers)	W. R. P. Marmion (Attorney and General Manager)	Lease 3863E, Lane Street, Boulder	...
211	Lake View and Star, Limited (Industrial Union of Employers)	E. Vail (General Manager)	Box 99, Fimiston	...
189	Laundry Employees, Metropolitan	J. W. Clapham	Trades Hall, Perth	*27
143	Lime Operatives, The Fremantle and District ...	G. Seeley	Trades Hall, Fremantle	76
4	Lumpers' Union of Workers, Fremantle	F. Rowe	Trades Hall, Fremantle	*777
21	Lumpers' Union of Workers, Geraldton	G. E. Marsh	Fitzgerald Street, Geraldton ...	125
138	Lumpers' Union of Workers, Albany	W. Mather	Sandford Road, Albany	*147
216	Mararoa Gold Mining Company, No-Liability (Industrial Union of Employers)	J. V. W. Mathers (Manager)	Cue	...
37	Meat Industry Employees' Union, Perth—West Australian Branch—Australasian	G. J. Keith	Trades Hall, Perth	*497
75	Menzies Consolidated Gold Mines, Limited (Industrial Union of Employers)	G. S. Skuthorp (Manager)	Yunndaga (Woolgar) *via* Menzies	...
...	Midland Railway Employees, West Australian—(See Railway Employees).			
269	Milk Producers, Perth and District (Industrial Union of Employers)	C. L. Bradley	Howe Street, Osborne Park ...	*33
99	Millers and Mill Employees of Western Australia, Amalgamated, Northam	C. H. Smith	Rex Chambers, Wellington Street, Perth	230
2	Miners, Collie River District	Hyrum Whiteaker ...	Robert Street, Collie	553
275	Miners, Coolgardie Federated, W.A. (Boulder Branch)	Lloyd Albert M. Pascoe ...	94 Palace Chambers, Maritana Street, Kalgoorlie	199
270	Mining Branch, Australian Workers' Union, Westralian Goldfields	G. McKennay	Workers' Hall, Boulder	*2,958
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Cue)	J. McCarthy	Cue	...
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Geraldton)	V. Johnson	Geraldton	...
54	Moulders (Metals), The Federated, Perth	F. W. G. Turner	Trades Hall, Perth	184
280	Moulders (Metals), W.A. District, Goldfields Branch	A. E. Hewitt	175 Forrest Street, Kalgoorlie ...	23
225	Municipal and Roads Board Employees' Coastal	G. C. Kerr	Trades Hall, Perth	533
107	Municipal and Roads Board Labourers, Eastern Goldfields	A. L. Taylor	Trades Hall, Kalgoorlie	57
141	Musicians' Industrial Union of Workers, Perth, W.A.	E. W. Walsh	Trades Hall, Perth	225
66	North Kalgurli Company, Limited, The (Industrial Union of Employers)	W. Walker	91 Egan Street, Kalgoorlie ...	...

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
68	Oroya Links, Limited (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	261 St. George's Terrace, Perth ...	....
25	Painters and Decorators, The Operative	W. E. Broderick	Trades Hall, Perth	263
257	Painters, Decorators and Signwriters' Association of Western Australia Industrial Union of Employers, Perth, The Master	W. Newey	City Temperance Hall, Museum Street, Perth	42
63	Paringa Mining and Exploration Company, Limited (Industrial Union of Employers)	Wm. Walker (Manager) ...	91 Egan Street, Kalgoorlie ...	...
129	Pastrycooks and Confectioners', The Coastal Operative, Perth	E. W. Walsh	Trades Hall, Perth	53
220	Pastrycooks (Master), The Metropolitan (Industrial Union of Employers)	A. Johnson	86 Guildford Road, Mt. Lawley	11
13	Plumbers and Sheet Metal Workers, The W.A. ...	P. J. Trainer	Trades Hall, Perth	210
15	Plumbers, Fremantle	do.	Trades Hall, Perth	62
24	Plumbers (Master), ThePerth and Districts (Industrial Union of Employers)	T. Nisbet	Royal Bank Chambers	40
292	Printing Industry Employees' Union of Australia Industrial Union, Western Australian Branch of the	F. G. Saunders	Room 28, Trades Hall, Perth ...	*734
291	Printers (Master) and Allied Trades, Metropolitan (Industrial Union of Employers)	E. E. Jarvis	Queen's Chambers, William Street, Perth	*23
22	Railway Employees, West Australian Amalgamated Society of	C. Haynes	Trades Hall, Perth	4,183
131	Railway Employees, West Australian Midland Railway	James Brown	58 Helena Street, Midland Junction	157
242	Railway and Tramway Officers, The West Australian	T. Kenafick	11 Trades Hall, Perth	1,222
102	Saddlery and Leather Workers Trades Employees' Federation, Perth, Western Australian Branch	E. W. Walsh	Trades Hall, Perth	64
304	Salesmen's Industrial Union of Workers, The Perth Wholesale	J. J. Muller	755 Hay Street, Perth	*161
175	Shipwrights and Boatbuilders' Union of Workers, The Coastal	D. Hynes	Trades Hall, Fremantle	*34
159	Shop Assistants and Warehouse Employees, Perth	D. Freedman	5 Wellington Buildings, Wellington Street, Perth	2,366
167	Shop Assistants and Warehouse Employees, The Eastern Goldfields	F. Michell	Trades Hall, Kalgoorlie	148
268	Shop Assistants and Warehouse Employees, Geraldton Branch	A. T. Allen	Francis Street, Geraldton ...	32
286	Shop Assistants and Warehouse Employees, Albany Branch	James Joseph Murphy ...	Spencer Street, Albany	40
287	Shop Assistants and Warehouse Employees, Northam Branch	N. B. Furze	Forrest Street, Northam... ...	66
288	Shop Assistants and Warehouse Employees, Wagin Branch	G. B. Todd	Albion Street, Katanning ...	*21
290	Shop Assistants and Warehouse Employees, Katanning Branch	G. B. Todd	Albion Street, Katanning ...	*38
309	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Busselton Branch—The	James Carson	Queen Street, Busselton ...	19
259	Shop Assistants and Warehouse Employees, Bunbury Branch	F. J. Jarvis	William Street, South Bunbury ...	*62
296	Shop Assistants and Warehouse Employees, Narrogin Branch	James Thornton	Fathom Street, Narrogin ...	22
214	Sons of Gwalia, Limited, The (Industrial Union of Employers)	E. J. Wellsted	Emanuel Buildings, St. George's Terrace, Perth	...
299	South Kalgurli Consolidated, Ltd. (Industrial Union of Employers)	F. G. Brinsden (General Manager)	Lease 1208E, Fimiston	...
74	Steamship Owners' Association Industrial Union of Employers (Fremantle), The Western Australian Branch of the Commonwealth	F. Hardouin	Steamship Buildings, Mouatt St., Fremantle	6
202	Superphosphate and Chemical Works, Metropolitan	W. D. Johnson	Trades Hall, Perth	*133
7	Tailors' and Tailoresses' Society, Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	17
100	Tailors' (Master), The Coastal District (Industrial Union of Employers)	F. W. Withers	17 Commercial Union Chambers, St. George's Terrace, Perth	37
124	Tally Clerks' Union of Workers, The Fremantle ...	Herbert Turner	Trades Hall, Fremantle	106
145	Tally Clerks' Union of Workers, The Bunbury ...	H. E. Forster	39 Wellington Street, Bunbury ...	23
125	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning. Leather Dressing and Allied Workers Trades Employees' Federation, W.A. Branch Industrial Union of Workers	G. H. Brooks	Trades Hall, Perth	69

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
70	Timber Corporation, Limited, The (Industrial Union of Employers)	J. Nicholson (Attorney) ...	Surrey Chambers, St. George's Terrace, Perth	...
84	Timber Union of Workers (Coastal District) of Western Australia, Amalgamated	W. Mackenzie	Holman House, Stirling Street, Perth	†6,579
85	Timber Union of Workers of Western Australia, Worsley Mill Branch	T. H. Drew	Secretary's Residence, Worsley Mill	†
86	Timber Union of Workers of Western Australia, Jarrahdale Branch	A. J. Lockyer	No. 6 Mill, Jarrahdale	†
87	Timber Union of Workers of Western Australia, Hoffman Branch	W. Stephens	Hoffman Mill	†
89	Timber Union of Workers of Western Australia, Wellington Branch	F. Spencer	Wellington Mills, *via* Dardanup ...	†
90	Timber Union of Workers of Western Australia, Mornington Branch	J. Newman	Mornington Mills	†
91	Timber Union of Workers of Western Australia, Worsley Landing Branch	W. H. Nicholls	Worsley Landing	†
93	Timber Union of Workers of Western Australia, Mornington Landing Branch	G. Bennett	Mornington Landing	†
94	Timber Union of Workers of Western Australia, Greenbushes Branch	G. Hitchins	Timber Corporation Mill, Greenbushes	†
29	Timber Yards, Saw Mills, and Woodworkers' Employees' Union of Workers, United Metropolitan	G. C. Kerr	Trades Hall, Perth	367
181	Traders, Eastern Goldfields (Industrial Union of Employers)	B. Leslie	139 Hannan Street, Kalgoorlie ...	24
46	Trades Hall Industrial Association of Workers, Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
96	Tramways Employees' Union, Perth Electric ...	Richard Harry Nash ...	26 Trades Hall, Perth	446
185	Tramways Employees' Union, Kalgoorlie Electric	W. S. Rosewall	155 Boulder Road, Kalgoorlie ...	25
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	A. H. Panton	Trades Hall, Perth	*37
203	Undertakers' Assistants and Cemetery Employees—The Perth, Fremantle, and Midland Junction	A. W. Richardson ...	Trades Hall, Perth	32
278	Vineyard and Orchard Employees, South-Western Districts	S. Wilson	8 McDonald's Buildings cor. Murray and Barrack Streets, Perth	†21
235	Water, Sewerage, and Drainage Employees, Coastal and E. G., Government	G. C. Kerr	Trades Hall, Perth	977
18	Waterside Workers' Federation, Bunbury Branch, The	R. W. Guppy	Union Rooms, Bunbury ...	263
12	West Australian Newspaper Company, Limited (Industrial Union of Employers)	H. Greig	St. George's Terrace, Perth ...	...
150	Wharf Labourers' Union of Workers, The Busselton	J. H. Atkinson	Union Rooms, Busselton ...	*89
183	Wine and Spirit Warehouse Employees, W.A., The Metropolitan	P. M. Bungert	Trades Hall, Perth	48
267	Wool Scouring and Fellmongery Employees, The Fremantle	D. Freedman	5 Wellington Buildings, Perth ...	15
212	Youanmi Gold Mines, Limited (Industrial Union of Employers)	S. Fleming (Attorney) ...	Youanmi	...
			Membership—	
			Workers' Unions	42,002
			Employers' Unions	770
				42,772
			Membership of Trade Unions not registered under Industrial Arbitration Act	*271
			Total	43,043

* Latest figures available. † Union pending cancellation.

SUNDRY REGISTRATIONS IN CONNECTION WITH TRADE UNIONS DURING QUARTER ENDING 31st MARCH, 1926.

The following applications, in pursuance of "The Trade Unions Act, 1902," to the Registrar of Trade Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter:—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson, 5 Trades Hall, Perth ...	19-2-26
	REGISTRATION OF TREASURER.		
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	W. Robins	19-2-26
56	Dock, Rivers and Harbour Works Union of Workers—Coastal	Frank Shirley	14-1-26
	REGISTRATION OF TRUSTEES.		
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Michael T. O'Halloran	19-2-26
56	Dock, Rivers and Harbour Works Union of Workers—Coastal	William Glasson; John Riley	14-1-26
	AMENDMENT OF RULES.		
1	Engine-drivers, Firemen and Cleaners' Union of Workers—The West Australian Locomotive	... ...	8-2-26

TRADE UNIONS AND ASSOCIATIONS REGISTERED AT OFFICE OF REGISTRAR OF TRADE UNIONS, COURT OF ARBITRATION.

Trade Unions and Associations, with names of Secretaries and Registered Offices, and number of members from last returns furnished. Failure to forward returns, provided by Section 29 of "The Trade Unions Act, 1902," renders the Union and every officer liable to a penalty of £5.

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
6	Bakers' Union of Workers—Eastern Goldfields Operative	Wm. McL. Baird ...	Trades Hall, Kalgoorlie	19
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson	Trades Hall, Perth	322
9	Boot Trade of Western Australia Union of Workers, Perth—The	James A. Lake	Trades Hall, Perth	332
44	Bread Carters' Industrial Union of Workers—Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	25
48	Breweries Employees' Union of Workers—Coastal...	Geo. C. Kerr	Trades Hall, Perth	236
20	Breweries Employees' Union of Workers (A.W.A.)—Eastern Goldfields	Ernest J. Treby	A.W.A. Hall, Kalgoorlie ...	43
49	Brickyard, Pottery and Porcelain Works Employees' Union of Workers, Perth—Westralian	A. W. Richardson ...	Trades Hall, Perth	327
71	Butchers' Industrial Union of Employers—The Coastal Master	Wm. A. Carcary	20/24 Perpetual Trustee Buildings, St. George's Terrace, Perth	41
8	Butchers' Union of Workers, Perth—West Australian Amalgamated	Geo. J. Keith	Trades Hall, Perth	497
17	Carpenters and Joiners' Industrial Union of Workers—Kalgoorlie, Amalgamated Society of	Henry Bosustow	Trades Hall, Kalgoorlie	72
5	Carpenters and Joiners' Industrial Union of Workers—Perth, No. 798, Amalgamated Society of	E. Ketterer	Trades Hall, Perth	558
73	Carters and Drivers' Industrial Union of Workers (Perth)—West Australian	O. E. Nilsson	Trades Hall, Perth	271
62	Divers and Tenders' Union of Workers—Fremantle Marine	J. J. Cobb	Trades Hall, Fremantle	19
56	Dock, Rivers and Harbour Works' Union of Workers—Coastal	Chas. M. Sullivan... ...	Trades Hall, Fremantle	322
59	Engine Drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers—The Federated	James Breydon	17 Trades Hall, Perth	...

TRADE UNIONS AND ASSOCIATIONS—*continued.*

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
41	Engine Drivers' Union of Workers of Western Australia—Metropolitan and South-Western Amalgamated Certificated	James Breydon	17 Trades Hall, Perth	490
1	Engine Drivers, Firemen's and Cleaners' Union of Workers—West Australian Locomotive	J. J. Kenneally	Trades Hall, Perth	945
55	Engineers' Industrial Union of Workers, Perth Branch—Amalgamated Society of	Fred Glossop	Trades Hall, Perth	311
25	Engineers' Industrial Union of Workers—Fremantle Branch, Amalgamated Society of	Robert Williams	Trades Hall, Fremantle	190
26	Engineers' Industrial Union of Workers, Midland Junction Branch—Amalgamated Society of	George Harry Moore ...	Scanlon's Loco. Coffee Palace, Midland Junction	105
76	Hospital and Asylum Employees' Industrial Union of Workers of W.A., Eastern Goldfields Branch—The	John Pirani	Trades Hall, Kalgoorlie	28
74	Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, W.A., Goldfields Branch—The	Frank Michell	Trades Hall, Kalgoorlie	68
4	Lumpers' Union of Workers—Bunbury	R. W. Guppy	Lumpers' Rooms, Bunbury ...	247
39	Millers and Mill Employees' Union of Workers of Western Australia, Northam—Amalgamated	C. H. Smith	Trades Hall, Perth	202
10	Miners' Union of Workers—Collie River District ...	H. Whiteaker	Municipal Chambers, Collie ...	550
21	Plasterers—Western Australian Society of Operative	E. W. Walsh	Trades Hall, Perth	170
27	Plumbers' Industrial Union of Workers—Perth ...	P. J. Trainer	Trades Hall, Perth	183
19	Plumbers' Industrial Union of Workers—Fremantle	P. J. Trainer	Trades Hall, Perth	58
78	Printing Industry Employees, Union of Australia, Industrial Union of Workers, Perth—Western Australian Branch of the	F. G. Saunders	28 Trades Hall, Perth	754
75	Prospectors and Tributers' Association—Eastern Goldfields	C. G. Elliott	Grand Hotel, Hannan Street, Kalgoorlie	*101
45	Railway Employees' Union of Workers—West Australian, Midland	James Brown	58 Helena Street, Midland Junction	168
2	Railway Employees' Union of Workers—West Australian Amalgamated Society of	Charles Haynes	Trades Hall, Perth	3,798
79	Railway Officers' Union—West Australian ...	Thomas Kenafick ...	11 Trades Hall, Perth	1,143
51	Shop Assistants and Warehouse Employees' Industrial Union of Workers—The Eastern Goldfields	Frank Michell	Trades Hall, Kalgoorlie	181
47	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning, Leather Dressing and Allied Workers' Trades Employees Federation (W.A. Branch), Industrial Union of Workers, Perth	Geo. H. Brooks	Trades Hall, Perth	8
7	Tailors and Tailoresses Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	24
29	Timber Union of Workers (Coastal District) of Western Australia—Amalgamated	W. Mackenzie	"Holman House," Stirling Street, Perth	*6,579
31	Timber Union of Workers (Coastal District) of Western Australia, Worsley Mill Branch—Amalgamated	H. Sutton	Secretary's Residence, Worsley Mill	†
32	Timber Union of Workers (Coastal District) of Western Australia, Jarrahdale Branch—Amalgamated	J. Brosnan	Secretary's Residence, No. 6 Mill, Jarrahdale	†
33	Timber Union of Workers (Coastal District) of Western Australia, Hoffman Branch—Amalgamated	W. Pierce	Secretary's Residence, Hoffman Mill	†
34	Timber Union of Workers (Coastal District) of Western Australia, Waterous Branch—Amalgamated	W. C. Angus	Secretary's Residence, Waterous Mill	†
35	Timber Union of Workers (Coastal District) of Western Australia, Wellington Branch—Amalgamated	W. J. Brennan	Wellington Mills	†
36	Timber Union of Workers (Coastal District) of Western Australia, Mornington Branch—Amalgamated	J. Newman	Mornington Mills	†
37	Timber Union of Workers (Coastal District) of Western Australia, Worsley Landing Branch—Amalgamated	A. Duncan	Secretary's residence, Worsley Landing	†
38	Timber Union of Workers (Coastal District) of Western Australia, Greenbushes Branch—Amalgamated	A. Cook	Secretary's Residence, Timber Corporation Mills, Greenbushes	†
18	Timber Yards, Sawmills and Woodworkers Employees' Union of Workers—United Metropolitan	Geo. C. Kerr	Trades Hall, Perth	444
3	Trades Hall Industrial Association of Workers—Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
43	Tramways Employees' Union of Workers—Perth Electric	R. H. Nash	Trades Hall, Perth	504
			Total Membership ...	20,413

* Latest figures available. † Members included in Timber Union of Workers (Coastal District).

Awards in force 31st March, 1926.

The following table contains a list of industries and callings in respect of which Awards were extant as at 31st March, 1926, showing the area governed by each Award, the date during which it operates, registered number of Award, date of delivery, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 91, Subsection 1, of the Act No. 57 of 1912-1925 provides: "Notwithstnding the expiry of the term of an Industrial Award it shall, subject to any variation ordered by the Court, continue in force until a new Award has been made."

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Barmaids and Barmen, etc.	Throughout the East Coolgardie Goldfields	30 Nov., 1922, to 29 Nov., 1923	16/1922	30-11-22	Vol. II., No. 4, p. 160.
Boilermakers' and Structural Iron and Steel Workers (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	7/1921	8-5-21	Vol. II., No. 1, p. 21.
Boilermakers ...	S.W. Land Division	3rd June, 1924, to 2nd June, 1927	40/1922	3/6/24	Vol. IV., No. 2, p. 50.
Bootmaking and Repairing—Bespoke	Radius of 15 miles from G.P.O., Perth	13 Oct., 1922, to 12 Oct., 1925	10/1921	13-10-22	Vol. II., No. 4, p. 157
Butchers	Radius of 30 miles from G.P.O., Perth	18 Nov., 1924, to 17 Nov., 1927	14/1922	17-11-24	Vol. IV., No. 4, p. 156.
Butchers	Radius of 10 miles from G.P.O., Kalgoorlie	13 Dec., 1922, to 12 Dec., 1925	17/1922	13-12-22	Vol. II., No. 4, p. 162.
Carpenters and Joiners (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; North-West; Trading Concerns); Fremantle Harbour Trust	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled by or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany, and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	34/1922	26-9-23	Vol. III., No. 3, p. 123.
Carpenters and Joiners (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	2/1924	8-9-24	Vol. IV., No. 3 p. 112.
Catering	Radius of 6 miles from P.O., Kalgoorlie	27 Dec., 1920, to 26 Dec., 1923	10a/1920	23-12-20	Vol. 1., No 1 p. 8.
Cemetery Employees	Radius of 8 miles from Town Hall, Fremantle	3 June, 1924, to 2 June, 1927	17/1921	3-6-24	Vol. IV., No 2, p. 56.
Chaffcutting and/or Carting	South-West Land Division of West Australia	23 Nov., 1925, to 22 Nov., 1928	3/1925	23-11-25	Vol. V., No. 4, p. 290.
Cleaners, Caretakers, and Lift Attendants	Radius of 14 miles from G.P.O., Perth	11 Oct., 1921, to 10 Oct., 1922	14/1920	11-10-21	Vol. I., No. 2, p. 14.
Club Employees ...	Radius of 20 miles, from G.P.O., Perth	6 March, 1926, to 5 March, 1929	12/1920	26-2-26	Vol. VI, No. 1, p. 9.
Dock, River and Harbour Works Employees (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Over the Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	26 Sept., 1923, to 25 Sept., 1926	26/1922	26-9-23	Vol. III., No. 3, p. 109.
Engineering (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	4 & 6/1921	8-5-22	Vol. II., No. 1, p. 13.
Engineering	Radius of 25 miles from G.P.O., Perth	31st July, 1925, to 30th July, 1928. (W.A. Airways, Ltd., exempt from "Hours" Clause)	10/1923	31-7-25	Vol. V., No 3. p. 166.

Awards in Force 31st March, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Engineering (Government, *viz.*, Works, Water Supply, Sewerage & Drainage, Colonial Secretary, and North-West)	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by Minister for Water Supply, etc., or situated within Government Reserve 14073, Wooroloo. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Pt. Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	22 & 31/22	26-9-23	Vol. III., No. 3 p. 111.
Engineering (Government, *viz.*, Water Supply, Sewerage and Drainage)	Within 100 yards of the Goldfields Water Supply main, controlled by the Minister for Water Supply, etc.	26 Sept., 1923, to 25 Sept., 1926	23 & 30/22	26-9-23	Vol. III., No. 3, p. 114.
Engineering (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	8 Sept., 1924 to 7 Sept., 1927	8/1923	8-9-24	Vol IV., No. 3, p. 109.
Engine Driving (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; Agriculture, and Colonial Secretary)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	29 & 38/22	26-9-23	Vol. III., No. 3, p. 119.
Engine Driving (Kurrawang)	Ten chains on either side of W.A. Goldfields Firewood Supply Railway Line	4 Oct., 1925, to 3 Oct., 1928	1/1925	2-10-25	Vol. V., No. 4, p 286.
Furniture Trades ...	Radius of 20 miles from G.P.O., Perth	25 June, 1923, to 24 June, 1926	12/1921	25-6-23	Vol. III., No. 2, p. 63.
Do. (Amendment)	do. do. do.	17 Sept., 1914, to 24 June, 1926	...	17-9-24	Vol. IV., No. 3, p. 115.
Do. (Amendment)	do. do. do.	8 Dec., 1925, to 24 June, 1926	...	5-12-25	Vol. V., No. 4 p. 294.
Hairdressers ...	Radius of 15 miles from G.P.O., Perth	3 June, 1924, to 2 June, 1927	6/1923	3-6-24	Vol. IV., No. 2, p. 53.
Laundry Employees	Radius of 14 miles from G.P.O., Perth	1 April, 1924, to 31 March, 1927	5/1923	1-4-24	Vol. IV., No. 1, p. 1.
Masters of Boats ...	Swan River between Fremantle and Perth, and within Fremantle Harbour (both inside and out) as defined by Fremantle Harbour Trust Act, 1902	23 Dec., 1915, to 22 Dec., 1918	6 & 7/1915	22-12-15	Vol. XIV., p.33* (*see* footnote).
Mining, Gold (Meekatharra and Youanmi Branch, A.W.U., and Chamber of Mines of W.A. (Incorporated)	Radius of 20 miles of P.O., Cue	1 June, 1920, to 31 May, 1923	...	6-9-20	Vol. XIV., p. 224* (*see* footnote)
Mining, Coal (Collie River District)	Whole of Collie Coalfields ...	10 Oct., 1916, to 9 Oct., 1919	5/1916	10-10-16	Vol. XIV., p. 90* (*see* footnote).
Moulders (Metals), (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	5/1921	8-5-22	Vol. II., No. 1, p. 17.
Moulders	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928	3/1924	31-7-25	Vol. V., No. 3, p. 177.
Moulders (Government, *viz.*, Works and Trading Concerns)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	39/1922	26-9-23	Vol. III., No. 3, p. 128.

Awards in Force 31st March, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Moulders (Mining) ...	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	4/1922	15-6-22	Vol. II., No. 2 pp. 9, 55.
Painters and Paperhangers	Radius of 20 miles from G.P.O., Perth	5 Aug., 1924, to 4 Aug., 1927	4/1924	5-8-24	Vol IV., No 3, p. 102.
Painters and Paperhangers (Government, *viz.*, Works; Water Supply, Sewerage and Drainage, and North-West)	(1) Radius of 12 miles from G.P.O., Perth, and area within Government Reserve 14073, Wooroloo. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham.	26 Sept., 1923, to 25 Sept., 1926	24 & 35/22	26-9-23	Vol. III., No 3, p. 115.
Plumbers (Government, *viz.*, Works; Water Supply, Sewerage, and Drainage; Trading Concerns; Colonial Secretary; Steamships, and North-West)	(1) Radius of 12 miles from G.P.O., Perth (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby, and Wyndham	26 Sept., 1923, to 25 Sept., 1926	33/1922	26-9-23	Vol. III., No. 3, p. 120.
Plumbers (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	3/1922	15-6-23	Vol. II., No. 2, pp. 9, 53
Printing	Radius of 12 miles from G.P.O., Perth	7 Oct., 1924, to 6 Oct., 1927	18 and 19/1922	7-10-24	Vol. IV., No. 4, p. 150.
Amendment ...	do. do. do.	16 Dec., 1925, to 6 Oct., 1927	...	16-12-25	Vol. V., No. 4, p. 294.
Railway Employees	Area controlled by the Commissioner of Railways	8 May, 1922, to 7 May, 1925	8/1921	8-5-22	Vol. II., No. p. 4.
Shipwrights and Boatbuilders (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Radius of 24 miles from Town Hall, Fremantle	26 Sept., 1923, to 25 Sept., 1926	36/1922	26-9-23	Vol. III., No. 3, p. 125.
Shop Assistants and Warehouse Employees (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	3 April, 1924, to 24 March, 1925	2/1923	3-4-24	Vol. IV., No. 1, p. 2.
Tailoring	Radius of 15 miles from G.P.O., Northam	13 Oct., 1922, to 12 April, 1923	1/1921	13-10-22	Vol. II., No. 4, p. 152.
Tramways	Perth Tramway System ...	9 May, 1917, to 8 May, 1920	1/1917	9-5-17	Vol. XIV., p. 103* (*see* footnote).

Awards in Force 31st March, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered	Reference.
Vineyard and Orchard Employees	S.W. Land Division	15 Nov., 1921, to 14 Nov., 1924	9/1921	15-11-21	Vol. I., No. 2, p. 21.
Water Supply, Sewerage and Drainage Employees (Government)	Radius of 12 miles from G.P.O., Perth ; area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc., and Government Reserve 14073, Wooroloo	26 Sept., 1923, to 25 Sept., 1926	25, 27 and 28/1922	26-9-23	Vol. III., No. 3, p. 105
Do. (Amendment)	do. do. do.	18 Dec., 1925, to 25 Sept., 1926	...	18-12-25	Vol. V., No. 4, p. 295.

* "Reports of Proceedings before the Court of Arbitration."

INDUSTRIAL AGREEMENTS IN FORCE 31st MARCH, 1926.

The following table contains a list of industries and callings in respect of which Industrial Agreements were extant as at 31st March, 1926, showing the area governed by each Agreement, the date during which it operates, number of Agreement, date of filing, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 35, Subsection 5, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an industrial agreement it shall, subject to any award of the Court, continue in force in respect of all parties thereto, except those who retire therefrom."

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Aerated Water and Cordial Making	**Radius of 14 miles from G.P.O., Perth**	6 Sept., 1925, to 5 Sept., 1928 ...	49/1925	25-9-25	Vol. V., No 3, p. 238.
A.W.U. (Pastoral and Agricultural)	North Wharf, Fremantle	5 Jan., 1926, to 4 Jan., 1928 ...	2/1926	6-1-26	Vol. VI., No. 1, p. 31.
Bag, Sack, and Textile Employees	Radius of 15 miles from G.P.O., Perth	27 July, 1925, to 26 July, 1928...	48/1925	18-9-25	Vol. V., No. 3, p. 237.
Bakers (Metropolitan)	**Radius of 25 miles from G.P.O.** ...	**7 Feb., 1924, to 6 Feb., 1927** ...	**9/1924**	**15-3-24**	**Vol. IV., No. 1, p. 22.**
Baking (Eastern Goldfields) ..	**Radius of 25 miles from G.P.O., Kalgoorlie**	27 Nov., 1920, to 26 Nov., 1921	59/1920	29-11-20	Vol. I., No. 1, p. 12.
Bank Officials	State of Western Australia	1 Sept., 1924 to 1 Feb., 1926 ...	15/1925	4-3-25	Vol., V., No. 1, p. 47
Barmaids and Barmen ...	Premises of Fremantle Workers' Social and Leisure Club not outside radius of 14 miles from G.P.O., Perth	13 Oct., 1924 to 12 Oct., 1927 ...	29/1924	11-11-24	Vol. IV., No. 4, p. 198.
Do.	Collie Licensing District	16 Mar., 1925 to 15 Mar., 1928 ...	19/1925	18-3-25	Vol. V., No 1. p. 54
Do. (Metropolitan) ...	Radius of 20 miles from G.P.O., Perth	15 Dec., 1924, to 14 Dec.,1927 ...	37/1924	24-12-24	Vol. IV., No. 4, p. 211.
Blacksmithing (*See* Engineering).					
Bootmaking	**Radius of 14 miles from G.P.O., Perth**	23 July, 1924, to 22 July, 1925 ...	20/1924	1-8-24	Vol. IV., No. 3, p. 118.
Bread Carting	**Radius of 10 miles from P.O., Kalgoorlie**	16 Oct., 1920, to 15 Oct., 1921...	64/1920	15-12-20	Vol. I., No. 1, p. 14.
Do.	Radius of 20 miles from G.P.O., Perth	28 Mar., 1925. to 1 Jan., 1928	24/1925	15-4-25	Vol. V., No. 2, p. 104.
Brewing	**Perth and Fremantle Districts** ...	20 Nov., 1924, to 20 Nov., 1925 ...	16/1925	9-3-25	Vol. IV., No. 1. p. 24.
Do.	**Eastern Goldfields District**	24 Dec., 1920, to 24 Dec., 1921 ...	8/1921	28-2-21	Vol. I., No. 1, p. 44.
Do.	Kalgoorlie Brewing and Ice Co. ...	24 Dec., 1924, to 24 Dec., 1926 ...	11/1925	18-2-25	Vol. V., No. 1, p. 37
Brickyard Employees	**Radius of 80 miles from G.P.O., Perth**	2 Oct., 1925, to 1 Oct., 1928 ...	58/1925	24-10-25	**Vol. V., No. 4, p. 385.**
Butchering (*See* Meat Industry Employees).					
Butchering, Wholesale (*See* Slaughtering).					
Carpentry and Joinery ...	**Radius of 14 miles from P.O., Collie**	16 Aug., 1920, to 15 Feb., 1921 ...	49/1920	28-9-20	Vol. XIV., p. 691. *See footnote.
Do. do. ...	Radius of 14 miles of G.P.O., Perth ...	13 Nov., 1923, to 12 Nov., 1926 ... (Varied by Court on 15th December, 1925)	15/1923	16-11-23	Vol. III., No. 4, p. 175.
Do. do.	do. do. do.	17 Dec., 1925, to 13 Nov., 1925 (Amendment of 15/1923)	1/1926	6-1-26	Vol. VI., No. 1. p. 29.
Car and Wagon Building (*See* Railway Employees, Government).					
Carters and Drivers' Union ...	Radius of 20 miles from G.P.O., Perth	21 April, 1925, to 1 Jan., 1928	27/1925	9-5-25	Vol. V., No. 2, p. 109.
Cardboard Box and Carton making Industry	Radius of 14 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926...	35/1924	4-12-24	Vol. IV., No. 4, p. 208.
Case and Box-making ...	Radius of 14 miles from G.P.O., Perth	11 Nov., 1924, to 10 Nov., 1927	36/1924	4-12-24	Vol. IV., No. 4, p. 210.
Catering (Hotel, Restaurant, Coffee Palace and Tea Room)	Radius of 20 miles from G.P.O., Perth	2 June, 1925, to 1 June, 1928	31/1925	16-6-25	Vol. V., No. 2, p. 119.
Do. do.	Radius of 15 miles from P.O., Bunbury	15 Feb., 1924, to 11 July, 1925	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. do. ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/24	1-10-24	Vol. IV., No. 4, p. 188.
Clerical (Wholesale Warehouses, Fremantle)	Radius of 5 miles from P.O., Fremantle	1 Nov., 1924, to 31 Oct., 1927 ...	32/24	17-11-24	Vol. IV. No. 4, p. 201.
Clerical (Wharf)	Premises controlled by Fremantle Harbour Trust Commissioners laid down in Act of 1902	1 July, 1924, to 30 June, 1927 ...	27/1924	13-10-24	Vol. IV., No. 4, p. 194.
Clerical (wholesale warehouses)	Radius of 14 miles from G.P.O., Perth, excluding area covered by agreement No. 32/24	5 Jan., 1925, to 31 Oct., 1927 ...	2/1925	15-1-25	Vol. V., No. 1, p. 19.
Clerical (retail establishments)	Radius of 14 miles from G.P.O., Perth	24 Jan., 1925, to 23 Jan., 1928 ...	7/1925	6-2-25	Vol. 5 No. 1, p. 29.
Clothing Trades (Millinery) ...	Radius of 25 miles from G.P.O., Perth	26 Sept., 1925, to 25 Sept., 1928	50/1925	30-9-25	Vol. V., No. 3, p. 240.
Do. (Dressmaking)	do. do. ...	do. do. ...	51/1925	30-9-25	Vol. V., No. 3, p. 242.
Do. (Miscellaneous)	do. do. ...	do. do. ...	52/1925	30-9-25	Vol. V., No. 3, p 245.
Do. (Ready-made)	do. do. ...	do. do. ...	53/1925	30-9-25	Vol. V., No. 3, p. 248.
Coachbuilders and Farriers ...	Over the whole of the State	23 March, 1925, to 22 March, 1926	23/1925	8-4-25	**Vol. V., No. 2, p. 101.**
Collie Traders Employees (*See* Shop Assistants).					
Coopers, Wyndham Meat Works (*See* Meat Industry Employees).					

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Drivers, Motor Car (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926	26/1925	18-4-25	Vol. V, No. 2, p. 109.
Drivers—Motor (Passenger) ...	South-West Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Dock, Rivers and Harbour Works Employees (Government)	Over the Coastline from 20 miles north of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	27 Sept., 1924, to 26 Sept., 1925 ...	24/1924	29-9-24	Vol. IV., No. 3, p. 123.
Do. (casual)	State of Western Australia	12 Jan., 1925, to 31 Jan. 1926 ...	9/1925	10-2-25	Vol. V., No. 1, p. 35.
Dyeing and Cleaning ...	Radius of 14 miles from G.P.O., Perth	5 Aug., 1920, to 4 Aug., 1921 ...	55/1920	20-10-20	Vol. I., No. 1, p. 14.
Engineering	Collie Collieries	4 Mar., 1926, to 3 Mar., 1929 ...	10/1926	15-3-26	Vol. VI., No. 1, p. 51.
Do.	Government Generating Station, East Perth	15 Sept., 1923, to 7 May, 1925 ...	10/1923	19-9-23	Vol. III., No. 3, p. 134
Do.	State Implement Works	1 Jan., 1924, to 31 Mar., 1924 ...	1/1924	2-1-24	Vol. IV., No 1. p. 2.
Engineering (Sawmills) ...	S.W. Land Division, excluding radius of 14 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	64/1925	28-11-25	Vol. V., No. 4, p. 344.
Do.	do. do. do.	30 Jan., 1926, to 20 Nov., 1928 ...	8/1926	1-3-26	Vol. VI., No. 1, p. 49.
Engineering (H. V. McKay) ...	Radius of 14 miles from G.P.O., Perth	28 Aug., 1920, to 27 Aug., 1921 ...	48/1920	17-9-20	Vol. XIV., p. 689* (see footnote)
Engineering (Fremantle Tramways)	Over all the Board's lines	20 Aug., 1923, to 31 Mar., 1925	16/1923	26-11-23	Vol. III., No. 4, p. 170.
Engineering (Horsfield and Brackelmann and Municipality of Boulder)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	2 Oct., 1924, to 8 Sept., 1927 ...	30/1924	12-11-24	Vol. IV., No. 4, p. 198.
Engineering (Midland Railway)	Area controlled by Midland Railway Co., of W.A.	14 Sept., 1922, to 14 Sept., 1925	13/1923	30-10-23	Vol. III., No. 4, p. 173.
Engineering, Wyndham Meat Works (See Meat Industry Employees).					
Engine-drivers and Firemen (Brewery)	Kalgoorlie Brewery and Ice Co.	1 Jan., 1925, to 31 Dec., 1926 ...	10/1925	16-2-25	Vol. V., No. 1, p. 37.
Engine-drivers and Firemen (Railway Loco.)	Over the whole of the State	1 Jan., 1924 to 31 Dec., 1925 ...	2/1924	2-1-24	Vol. IV., No. 1, p. 3.
Engine-drivers and Firemen (Railways)	Government Generating Station at East Perth	1 March, 1923, to 28 Feb., 1925 ...	2/1923	7-3-23	Vol. III., No. 1, p. 24.
Engine-drivers and Firemen (Ice Works)	Over Premises of Western Ice Co. (1910), Limited, Perth and Fremantle	20 Sept., 1922, to 31 Dec., 1923 ...	7/1922	29-9-22	Vol. II., No. 3, p. 127.
Engine-drivers and Firemen (Coal Mining)	Collie Collieries	10 Feb., 1926, to 9 Feb., 1929 ...	7/1926	16-2-26	Vol. VI., No. 1, p. 48.
Engine-drivers and Firemen (Tin Mining)	Greenbushes Tinfields	5 July, 1919, to 4 July, 1922 ...	20/1919	26-8-19	Vol. XIV., p. 267*
Do. do. ...	do.	5 July, 1920, to 4 July, 1922 (Supplementary to 20/1919)	40/1920	19-8-20	Vol. XIV., p. 488*
Engine-drivers and Firemen ...	S.W. Industrial District	1 May, 1919, to 30 April, 1922	13/1919	14-7-19	Vol. XIV., p. 462*
Engine-drivers and Firemen (Foggitt, Jones, & Co., Ltd.)	do.	26 July, 1920, to 13 July, 1922 (Variation of Agreement 19/1919)	39/1920	3-8-20	Vol. XIV., p. 660*
Do do. ...	do.	1 May, 1920, to 30 April, 1922 (Variation of Agreement 13/1919)	45/1920	10-9-20	Vol. XIV., p. 678*
Engine-drivers, Firemen, etc ...	Over whole of State	1 Mar., 1926, to 28 Feb., 1929 ...	9/1926	1-3-26	Vol. VI., No. 1, p. 50.
Engine-drivers and Firemen ...	Boulder Municipality	1 May, 1919, to 30 April, 1922	12/1919	11-7-19	Vol. XIV., p. 460*
Engine-drivers and Firemen (Gold Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, E. Coolgardie, N. Coolgardie N.E. Coolgardie, Mt. Margaret, and E. Murchison Goldfields	16 April, 1925, to 16 April, 1926	46 & 47/1925	1-9-25	Vol. V., No. 3, p. 230 and 233.
Engine-drivers and Firemen (Wyndham Meat Works). See Meat Industry Employees.					
Fibrous Plaster, Modellers and Cement Goods	Radius of 25 miles from G.P.O., Perth	20 Oct., 1925, to 19 Oct., 1928 ...	59/1925	30-10-25	Vol. V., No. 4, p. 337
Fire Brigades Employees ...	State	1 Mar., 1925, to 31 Dec., 1927 ...	20/1925	23-3-25	Vol. V., No. 1, p. 55.
Firewood Cutting (Westonia Firewood Contractors)	Westonia District of Yilgarn Goldfields	1 Sept., 1921, to 31 Aug., 1922	37/1921	29-10-21	Vol., I. No. 2, p. 36.
Food Manufacturing and Packing	Radius of 15 miles of G.P.O., Perth ...	22 Jan., 1924, to 21 Jan., 1927 ...	4/1924	8-2-24	Vol. IV., No. 1, p. 13.
Do. do. ...	... ...	... ...	55/1925	13-10-25	Vol. V., No. 4, p. 331.
Gas Works (Coal)	Radius of 5 miles of the Perth Town Hall, and 5 miles of Fremantle Town Hall	24 Sept., 1925, to 25 Sept., 1927 ...	54/1925	12-10-25	Vol. V., No. 4, p. 329.
Hospital Asylum Employees (Eastern Goldfields Branch)	Radius of 14 miles from Central Post Office, Kalgoorlie	1 Jan., 1925, to 31 Dec., 1926 ...	60/1925	4-11-25	Vol. V., No. 4, p. 339.
Hospital Employees (Coastal)	Radius of 14 miles from G.P.O., Perth	5 May, 1925, to 4 March, 1928 ...	35/1925	24-6-25	Vol. V., No. 2, p. 127.
Hospital Employees (Wooroloo)	Wooroloo Sanatorium	1 Jan., 1925, to 31 Dec., 1925 ...	57/1925	22-10-25	Vol. V., No. 4, p. 334.
Hotel, Club, Caterers, etc. (Bunbury)	Radius of 15 miles from P.O., Bunbury	25 Feb., 1924, to 11 July, 1925 ...	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. (Collie) ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/1924	1-10-24	Vol. IV., No. 4, p. 188.
Do. (Northam)	Radius of 20 miles from P.O., Northam	1 Jan., 1925 to 30 Dec., 1927 ...	28/1924	10-11-24	Vol. IV., No. 4, p. 194.
Do. ...	Radius of 20 miles from G.P.O., Perth	2 June, 1925 to 1 June, 1928 ...	31/1925	16-6-25	Vol. V., No. 2, p 119.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Hotel Employees (State) ...	Over all hotels within jurisdiction of the Colonial Secretary	1 June, 1924, to 31 Dec., 1925 ...	19/1924	4-7-24	Vol. IV., No. 3, p. 116.
Jewellers Watchmakers and Allied Trades	Radius of 14 miles from G.P.O., Perth	13 July, 1925 to 12 July, 1928 ...	39/1925	20-7-25	Vol. V., No. 3, p. 211.
Journalists ("Sunday Times")	Radius of 15 miles from G.P.O., Perth	21 Oct., 1924, to 31 Dec., 1927 ...	33/1924	20-11-24	Vol. IV., No. 4, p. 203.
Do. ("Primary Producer")	Radius of 15 miles from G.P.O. Perth	22 July, 1925 to 31 Dec., 1927 ...	40/1925	22-7-25	Vol. V., No. 3, p. 214.
Do. ("Westralian Worker")	Radius of 15 miles from G.P.O., Perth	22 July, 1925, to 31 Dec., 1927 ...	41/1925	22-7-25	Vol. V., No. 3, p. 216.
Labourers (Building Trade) ...	Radius of 14 miles from G.P.O., Perth	1 Sept., 1924, to 31 Aug., 1927 ...	22/1924	1-9-24	Vol. IV., No. 3, p. 121.
Labouring, Metal Working (*See* Moulders (Metal Working) Labourers).					
Labouring, Municipal (*See* Municipal Employees).					
Lime Industry	Radius of 25 miles from G.P.O., Perth	1 Aug., 1924, to 31 July, 1925 ...	26/1924	6-10-24	Vol. IV., No. 4, p. 192.
Marine Divers and Tenders ...	Public Works Department; Fremantle Harbour Trust; Bunbury Harbour Board, and W.A.G. Railways	16 Feb., 1926, to 15 Feb., 1929	12/1925	22-3-26	Vol. VI., No. 1, p. 55.
Marine Store and Bottle Washing	Collins and Co.'s Stores, Perth and Fremantle Districts	3 Feb., 1920, to 2 Feb., 1921 ...	19/1920	25-3-20	
Meat Industry Employees (Ham and Bacon curing)	Foggitt Jones Limited	21 Jan., 1925, to 31 Oct., 1925 ...	3/1926	16-1-26	Vol. VI., No. 1, p. 31.
Meat Industry Employees (British-American Bye-Products Co.)	Radius of 30 miles from G.P.O., Perth	25 Feb., 1924, to 24 Feb., 1927 ...	10/1924	17-3-24	Vol. IV., No. 1, p. 25.
Meat Industry Employees (Wyndham Meat Works—*See* Slaughtering)					
Mining (Collie Coal)	Collie District	Concurrent with Award 5/1916 of 10th Oct., 1916	13/1916	18-11-16	Vol. XIV., p. 250*
Do. do.	do.	1 July, 1917, to 1 April, 1920...	19/1917	1-7-17	Vol. XIV., p. 293*
Do. do.	Westralian Coal Mining Co., Ltd. ...	8 Oct., 1917, to 10th Oct., 1919 ... (Agreement to run concurrently with District Award, 5/1916, of 10th Oct., 1916)	24/1917	17-11-17	Vol. XIV., p. 302*
Do. do.	Coal Mining Leases on Collie Coalfield, owned by Proprietary Coal Mines of W.A., Ltd.	20 June, 1918, to 9 Oct., 1919 (Agreement to run concurrently with District Award, 5/1916)	13/1918	22-7-18	Vol. XIV., p. 343*
Do do.	Collie Coalfields	1 Jan., 1920, to 31 Dec., 1920 ...	1/1920	19-1-20	Vol. XIV., p. 534*
Do. do.	do	7 July, 1919, to 31 Dec., 1920 ...	2/1920	19-1-20	Vol. XIV., p 535*
Do. do.	Premier Coal Mining Co., Ltd. ...	27 Dec., 1919, to expiry of district award 5/1916 of 10th October, 1916	12/1920	21-2-20	Vol. XIV., p. 561*
Do. do.	Coal Mining Leases No. 85/100, inclusive, and 267, Collie, known as the Proprietary Mine	11 April, 1921, to 10 April, 1922...	20/1921	27-5-21	Vol. I., No. 2, p. 42.
Do. do.	Amalgamated Collieries of W.A., Ltd., and Premier Coal Mining Co., Ltd.	17 April, 1925 (Agreement to run concurrently with District Award, No. 5/1916)	37/1925	14-7-25	Vol. V., No. 3, p. 208.
Mining (Gold)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North-East Coolgardie, Mt. Margaret, the East Murchison Goldfields with the exception of the Bilt. Range District of the East Murchison Goldfield	16 April, 1925, to 15 April, 1926	30/1925	13-6-25	Vol. V., No. 2, p 114.
Do.	Do. do. do.	16 April, 1925, to 15 April, 1926	44/1925	30-7-25	Vol. V., No. 3, p. 221.
Motor Car Drivers (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926 ...	26/1925	18-4-25	Vol. V., No. 2, p 109.
Do. (Passenger carrying)	S.W. Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Moulders' Assistants	State Implement Works within S.W. Land Division	1 Jan., 1924, to 31 March, 1924	16/1924	7-6-24	Vol. IV., No. 2, p. 73.
Moulders, Metals (Stove, Range, and Grate Work only)	Radius of 15 miles from G.P.O., Perth	12 Aug., 1919, to 11 Aug., 1922 ...	19/1919	25-8-19	Vol. XIV., p. 487*
Municipal Employees	Municipal District of Subiaco and all of E. A. Freeman's Employees	4 Dec., 1919, to 4 Dec., 1920 ...	7/1920	2-2-20	Vol. XIV., p. 551*
Municipal Employees (Kalgoorlie Road Board)	Eastern Industrial District	21 Nov., 1925, to 21 Nov., 1927	63/1925	21-11-25	Vol. V., No. 4, p. 343.
Municipal Employees	Boulder Municipality	1 Oct., 1925, to 30 Sept., 1927	56/1925	15-10-25	Vol. V., No. 4, p. 332.
Municipal Employees (Kalgoorlie Municipal Council)	Eastern Industrial District	1 Oct., 1925, to 30 Sept., 1927..	68/1925	19-12-25	Vol. V., No. 4, p. 350.
Musicians	Radius of 25 miles from G.P.O., Perth	27 Jan., 1925, to 26 Jan., 1928 ...	12/1925	25-2-25	Vol. V., No. 1, p. 30.
Opticians' Mechanics	Radius of 14 miles from G.P.O., Perth	16 Aug., 1920, to 15 Aug., 1922...	53/1920	14-8-20	Vol. I., No. 1, p. 26.
Painters and Paperhangers ...	Radius of 25 miles from P.O., Kalgoorlie	10 July, 1917, to 10 July, 1919...	15/1917	21-1-17	Vol. XIV., p. 285*
Paper Ruling (*See* Printing)					
Pastry Cooking	Radius of 20 miles from G.P.O., Perth	12 May, 1925, to 11 May, 1928...	33/1925	23-6-25	Vol. V., No. 2 p. 124.
Photographic Employees ...	Radius of 15 miles from G.P.O., Perth	9 May, 1924, to 8 May, 1927 ...	13/1924	14-5-24	Vol. IV., No. 2, p. 62.

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Plumbing	Radius of 25 miles of G.P.O., Perth ...	25 Jan., 1924, to 24 Jan., 1927 ...	5/1924	15-2-24	Vol. IV., No. 1, p. 15.
Do.	do. do. ...	30 May, 1925, to 24 Jan., 1927. (Variation of Agreement No. 5/1924)	29/1925	9-6-25	Vol. V., No. 9 p. 114.
Pottery and Porcelain... ...	Radius of 30 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	67/1925	16-12-25	Vol. V., No. 4, p. 349.
Printing (Country)	Over the whole of the State, exclusive of radius of 15 miles from G.P.O., Perth, and the Eastern Goldfields District	23 Mar., 1925, to 22 Mar., 1928...	25/1925	17-4-27	Vol. V., No. 2, p. 106.
Printing (newspaper) ...	Radius of 15 miles from G.P.O., Perth	31 Jan., 1925, to 30 Jan, 1927 ...	8/1925	7-2-25	Vol. V., No. 1, p. 31.
Do.	do. do. ...	27 Mar., 1925, 30 Jan., 1927. (Variation of Agreement No. 8/1925)	21/1925	1-4-25	Vol. V., No. 2, p. 92.
Printing (Cardboard Box making and Carton making)	Radius of 20 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926 ...	35/1924	1-12-24	Vol. IV., No. 4, p. 208.
Railway Employees (Midland Railway) (General)	Over the whole of the Midland Railways and Workshops in connection therewith	8 May, 1922, to 7 May, 1925 ...	1/1923	22-2-23	Vol. III, No. 1, p. 19.
Do. (Engine-drivers, etc.)	do. do.	1 Jan., 1926, to 31-12-26 ...	6/1926	3-2-26	Vol. VI., No. 1, p. 40.
Do. (Officers)	Over the whole of the Midland Railways	18 Feb., 1922, to 17 Feb., 1925 ...	4/1923	22-3-23	Vol. III, No. 1, p. 26.
Do.	do. do. ...	28 April, 1925, to 27 Feb., 1928. Amendment to Agreement, No. 4/1928	34/1925	22-6-25	Vol. V., No. 2, p. 26.
Railway Employees (Midland Railway)	Over the whole of the Midland Railways	29 Oct., 1922 to 31 Dec., 1923...	5/1923	22-3-23	Vol. III., No. 1 p. 29.
Do. do. ...	do. do. ...	10 Jan., 1924, to 31 Dec., 1925 (Variation of Agreement, No. 5 of 1923)	11/1924	19-3-24	Vol. IV., No. , p. 26.
Restaurant Employees (Railway Dining Car)	Area covered by W.A. Government Railways	1 Aug., 1924, to 31 Dec., 1925 ...	21/1924	13-8-24	Vol. IV., No. 3, p. 121.
Do. do.	do. do. do.	do. do. do.	23/1924	4-9-24	Vol. IV., No. 3, p. 122.
Saddlery and Leather Working	Radius of 25 miles from G.P.O., Perth	3 August, 1925, to 2 August, 1928 (Supplementary to Agreement 4/1920)	45/1925	2-9-5	Vol. V., No. 3, p. 226.
Salesmen (Perth Wholesale)	Radius of 14 miles from G.P.O. Perth	12 June, 1925, to 11 June, 1928	32/1925	16-6-25	Vol. V., No. 2, p. 122.
Sheet Metal Working	Radius of 30 miles from G.P.O., Perth	26 Feb., 1925, to 31 Dec., 1927...	17/1925	11-3-25	Vol. 5, No. 12, pp. 11, 5,
Shipwright and Boat Building	Radius of 20 miles from Fremantle Town Hall	13 June, 1919, to 12 June, 1922 ...	14/1919	11-8-19	Vol. XIV., p. 467*
Shop Assistants (Albany) ...	Radius of 15 miles from P.O., Albany	20 Jan., 1925, (running concurrently with agreement No. 57/1925)	5/1925	27-1-25	Vol. V., No. 1, p. 25.
Shop Assistants (Bunbury) ...	Radius of 15 miles from G.P.O., Bunbury	1 Jan., 1921, to 31 Dec., 1921 ...	62/1920	8-12-20	Vol. I., No. 1, p. 27.
Shop Assistants (Busselton) ...	Radius of 20 miles from P.O., Busselton	9 Nov., 1925, to 8 Nov., 1928 ...	61/19 5	9-11-25	Vol. V., No. 4, p. 340.
Shop Assistants (Collie Retail Employers)	Radius of 15 miles from P.O., Collie	22 Feb., 1922, to 21 Feb.. 1923 ...	2/1922	2-3-22	Vol. II., No. 1, p. 32.
Shop Assistants (Eastern Goldfields)	Radius of 30 miles from P.O., Kalgoorlie	3 May, 1920, to 2 May, 1921 ...	26/1920	3-5-20	Vol. XIV., p. 631*
Shop Assistants (Eastern Goldfields)	Radius of 10 miles from P.O., Kalgoorlie	31 Jan., 1921, to 28 Feb.. 1923 ...	12/1921	31-3-21	Vol. I., No. 2, p. 49.
Shop Assistants (Geraldton) ...	Radius of 70 miles from P.O., Geraldton	10 Mar., 1926, to 9 Mar., 1929 ...	11/1926	19-3-26	Vol. VI., No. 1, p. 53.
Shop Assistants (Harvey) ...	Radius of 8 miles from P.O., Harvey...	1 Oct., 1921, to 30 Sept., 1922	39/1921	26-11-21	Vol. I., No. 2. p. 68.
Shop Assistants (Katanning) ...	Radius of 2 miles from P.O., Katanning	9 Jan., 1925, to 8 Jan., 1926 ...	1/1925	2-1-25	Vol. V., No. 1, p. 17.
Shop Assistants (Metropolitan)	Radius of 15 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1927 ...	34/1924	21-11-24	Vol. IV., No. 4, p. 205.
Shop Assistants (Narrogin) ...	Radius of 5 miles from P.O., Narrogin	19 Jan., 1925, to 18 Jan., 1928 ...	3/1925	1-1-25	Vol. V., No. 1, p. 22.
Shop Assistants (Northam) ...	Radius of 15 miles from P.O., Northam	6 July, 1925, to 5 July, 1927 ...	43/1925	24-7-25	Vol. V., No. 3, p. 71.
Shop Assistants (Wagin) ...	Radius of 5 miles from P.O., Wagin ...	13 Jan.. 1925, to 18 Nov., 1927 ...	4/1925	21-1-25	Vol. V., No. 1, p. 23.
Shop Assistants (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	25 Mar., 1924, to 24 Mar., 1925	12/1924	29-3-24	Vol. IV., No. 1, p. 28.
Shop Assistants (Fruit and Produce)	do. do. do.	20 May, 1924 (running concurrently with agreement No. 12/1924)	17/1924	11-6-24	Vol. IV., No. 2, p. 74.
Slaughtering (Foggitt, Jones, & Co., Ltd., Small Goodsmen, Yardmen, etc.)	Foggitt, Jones & Co., Ltd., Works at Bellevue or other establishments within a radius of 30 miles of G.P.O., Perth	26 Jan., 1920, to 31 Jan, 1921	24/1920	28-4-20	
Slaughtering	Wyndham Meat Works	1 April, 1925, to 31 March, 1926	22/1925	4-4-25	Vol. V., No. 2, p. 95.
Superphosphate Workers ...	Radius of 15 miles from G.P.O., Perth	9 July, 1925, to 8 July, 1928 ...	38/1925	14-7-25	Vol. V., No. 3.
Tailoring	Radius of 25 miles from G.P.O., Perth	Oct. 6, 1919, to 5 Oct., 1922 ...	16/1920	18-3-20	Vol. XIV., p. 570*
Do.	Radius of 25 miles from G.P.O., Perth	1 Oct., 1920, to 5 Oct., 1922 (Variation of Agreement 16/1920)	10/1921	15-3-21	Vol. I., No. 1, p. 47.
Do.	Geraldton and surrounding district ...	1 March, 1920, to 28 Feb., 1923...	17/1920	24-3-20	Vol. XIV., p. 577*

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Tailoring	Geraldton and surrounding district...	21 Dec., 1920, to 28 Feb., 1923 (Variation of Agreement 17/1920)	13/1921	31-3-21	Vol. I., No. 1, p. 50.
Do.	Radius of 25 miles from P.O., Kalgoorlie	1 Sept., 1920, to 31 Aug., 1921 ...	56/1920	23-10-20	Vol. I., No. 1, p. 30.
Tally Clerking	So much of "Koombana Bay" in the Port of Bunbury, as is within the high-water mark, and also to such ballast ground as may from time to time be appointed for use by the Harbour Master of the said Port	6 June, 1925, to 5 June, 1928 ...	36/1925	24-6-25	Vol. V., No. 2, p. 128
Timber	Radius of 14 miles from G.P.O., Perth	1 Jan., 1925, to 31 Dec., 1925 ...	13/1925	3-3-25	Vol. V., No. 1, p. 42.
Do. (Case and Box making)	do. do. ...	11 Nov., 1924, to 10 Nov., 1927...	36/1924	10-12-24	Vol. V., No. 1, p. 210
Tramway Employees (Commissioner of Railways)	Over the whole of the maintenance working of the State Tramways at Perth, including the Car Barn used in connection therewith	8 May, 1922, to 7 May, 1925 ...	6/1922	12-7-22	Vol. II., No. 3, p. 125.
Tramway and Electricity Supply Officers (Commissioner of Railways)	Applies to all Officers engaged in the W.A. Government Tramways and Electricity Supply, except heads of Branches, Sub-heads of Branches, Shift Engineers, Switchboard Attendants, and Sub-station Attendants	22 Jan., 1926, to 21 Jan., 1929 ...	5/1926	22-1-26	Vol. VI., No. 1, p. 36.
Tramwa—Employees (Commissioner of Railways)	Workers covered by "Government Tramways Act, 1912," and "Government Electric Works Act, 1914," and any amendments thereto	3 Jan., 1926, to 31 Dec., 1926 ...	4/1926	19-1-26	Vol. VI., No. 1. p. 32.
Undertakers' Assistants ...	Radius of 20 miles from G.P.O., Perth	18 Oct., 1925, to 17 Oct., 1928 ...	62/1925	18-11-25	Vol. V., No. 4, p. 342.
Wine and Spirit Warehouse Employees	Radius of 15 miles from G.P.O., Perth	1 May, 1925, to 30 April 1928 ...	28/1925	9-5-25	Vol. 5., No. 2, p. 113.
Wool, etc., Stores Employees	Radius of 20 miles from G.P.O., Perth	24 June, 1925, to 23 June, 1926 ...	42/1925	23-7-25	Vol. V., No. 3.
†Wyndham Meat Works Employees	Wyndham Meat Works	1 April, 1925 to 31 March, 1926 ...	22/1925	4-4-25	Vol. V., No. 2, p. 95.

*" Reports of Proceedings before the Court of Arbitration." † Includes Meat Industry Employees, Engineers, Engine-drivers, and Firemen.

RETURN SHOWING NUMBER OF APPRENTICES REGISTERED AT THE COURT OF ARBITRATION DURING THE QUARTER ENDED 31st MARCH, 1926.

Baking	3
Bookbinding	1
Bootmaking	7
Butchering	5
Carpentry and Joinery	4
Clothing	1
Coachbuilding	3
Engineering	17
Furniture	23
Hairdressing	3
Painting	2
Pastrycooking	2
Plumbing	1
Printing	7
Sheet Metal Working	2
Tailoring	22
Timber Machining	3
Watchmaking	3
Total	109

APPRENTICES' EXAMINATIONS.

During the quarter ended 31st March, 1926, examinations have been conducted in the following trades: Baking, Boilermaking, Bootmaking, Letterpress Machining, Paper-ruling, and Tailoring.

The particulars with regard to the above-mentioned examination are as follow:—

Baking (Metropolitan).—Apprentices examined, 31; final certificates granted, 10; progress certificates issued, 19; certificates deferred, 1; beginners, 1.

Boilermaking.—Apprentices examined, 6; progress certificates issued, 6.

Bootmaking (Bespoke).—Apprentices examined, 18; final certificates granted, 7; progress certificates issued, 10; beginners, 1.

Letterpress Machining.—Apprentices examined, 40; final certificates granted, 2; progress certificates issued, 36; certificates deferred, 1; failed, 1.

Paper-ruling.—Apprentices examined, 5; final certificates granted, 2; progress certificates issued, 2.

Tailoring.—Apprentices examined, 197; final certificates granted, 17; progress certificates issued, 179; certificate deferred, 1.

The reports of examination conducted in the Bookbinding, Hand Composing, and Lithography trades are still outstanding.

In connection with the foregoing examinations the only report that calls for remark is that of the Board of Examiners in the Tailoring trade. The Examiners state that owing to the variety of methods of training apprentices in the different establishments apprentices in the later years of their term of service are often found at the time of the examination to be engaged upon work which they should have been taught during the first year. This of course makes it impossible for the Examiners to judge as to whether the apprentices

are sufficiently advanced for the period served. The Examiners suggest that a specified task should be set as a standard to be attained for each half-yearly examination, respectively, and unless an apprentice has acquired the necessary proficiency in the particular class of work allotted to his or her period of service, he or she will not receive a progress certificate.

The Examiners comment favourably upon the facilities afforded at the Technical School to apprentices in the Tailoring trade, which give any apprentice who may be backward an apportunity of getting extra instruction.

After considering this report the Court of Arbitration requested the Examiners to submit details, for its information, of the sections of the trade in which they consider examination desirable, and to allot to each six-monthly period the particular section of work which they would require to be presented for their inspection.

PUBLICATIONS.

The Clerk of the Court of Arbitration acknowledges with thanks the receipt of the undermentioned publications:—

Canada:

"The Labour Gazette," Vol. XXV., Nos. 10-12; Vol. XXVI., No. 1, and Index to Vol. XXV.

Geneva:

"Industrial and Labour Information," Vol. XVI., Nos. 9-13; Vol. XVII., Nos. 1-9; Table of Contents, Vol. XVI.

"Official Bulletin," Vol. X., No. 6; Vol. XI., No. 1.

"International Labour Review," Vol. XII., No. 6: Vol. XIII., Nos. 1-2.

"Co-operative Movement in Soviet Russia."

"Compensation for Occupational Diseases."

Great Britain:

"Ministry of Labour Gazette," Vol. XXXIII., No. 12; Vol. XXXIV., No. 1.

India:

"Labour Gazette" (Bombay), Vol. V., Nos. 4-6; Indey to Vol. IV.

New South Wales:

"New South Wales Industrial Gazette," Vol. XXVIII., No. 5.

"Industrial Arbitration Reports," Vol. XXIV., Part 3.

New Zealand:

"Reports of Awards, Agreements, etc.," 961-1396; Appendix, Vol. XXVa.

Queensland:

"Queensland Industrial Gazette," Vol. XI., Nos. 1-3.

South Australia:

Determination of Wages Boards.

"South Australian Industrial Reports," 1924, Vol. VII.

Victoria:

Determination of Wages Boards.

Summary of Wages and Conditions fixed by Wages Boards up to 1st January, 1926.

U.S.A.:

"The Wisconsin Apprentice," Vol. VIII., Nos. 6-8.

"Monthly Labour Review," Vol. XXI., Nos. 2-5.

"The Industrial Bulletin," Vol. V., Nos. 2-3.

"Labour Laws of the United States with Decisions of Courts relating thereto," May, 1925—U.S. Department of Labour.

By Authority: FRED. WM. SIMPSON, Government Printer, Perth.

The Western Australian INDUSTRIAL GAZETTE.

Prepared and edited by the Under Secretary for Labour.

Quarter ending 30th June, 1926.

VOL. VI.] SEPTEMBER 13, 1926. [No. 2.

CONTENTS.

PAGE

Agreement, Industrial, registered during quarter—
Bootmaking—Metropolitan, No. 18/1926 178
Bootmaking (Bespoke)—Metropolitan, No. 16/1926 172
Engineers—State Implement Works, No. 19/1926 178
Hotel, Club, Caterers, Tea Room and Restaurants—Merredin, No. 17/1926 175
Lime Operatives (Perth and District), No. 15/1926 170
Meat Industry—Wyndham, No. 13/1926 143
Shop Assistants (Fruit and Produce)—Metropolitan, No. 20/1926 180
Tailoring (Perth and District), No. 14/1926 ... 152
Agreements, Industrial, in force, 30th June, 1926 ... 199
Agreements, Industrial, made Common Rule 186
Agreements, Industrial—Purchase of copies of ... 90

Agreements—Variation of—To be made consistent with Basic Wage—
Electric Tramways, Perth, No. 4 of 1926 ... 115
Appeals to Full Court against decisions of Court of Arbitration and Industrial Magistrate—
Hearn Bros, & Stead, Appellants; United Furniture Trades Industrial Union of Workers, Respondents—*Re* Apprentices 138
George Hill & Co., Appellants; Amalgamated Society of Engineers Association of Workers, Respondents—*Re* Apprentices 140
Apprentices' Examination 203
Apprenticeship Board—Building Trade 103
Apprenticeship Regulations 103

Awards—Amendment of—
Engine-drivers' Firemen (Government), Nos. 29 and 38 of 1922 106
Engineers (Government), Nos. 22 and 31 of 1922 ... 108
Engineers, Water Supply, Sewerage, and Drainage (Government), Nos. 23 and 30 of 1922 113
Painters (Government), Nos. 24 and 35 of 1922 ... 110
Plumbers (Government), No. 33 of 1922 113

Awards—Variation of—To be made consistent with Basic Wage—
Engine-drivers' and Firemen (Government), Nos. 29 and 38 of 1922 115
Engineers (Government), Nos. 22 and 31 of 1922 ... 115
Engineers, Water Supply, Sewerage, and Drainage (Government), Nos. 23 and 30 of 1922 ... 115
Moulders (Government), No. 39 of 1922 115
Painters (Government), Nos. 24 and 35 of 1922 115
Plumbers (Government), No. 33 of 1922 115
Water Supply, Sewerage, and Drainage Employees (Government), Nos. 25, 27, and 28 of 1922 ... 115
Awards in force, 30th June, 1926 195
Awards and Agreements—Retirements from 186
Basic Wage Declaration and Reasons of the Court ... 95
Building Trade—Apprenticeship Board 103
Boards of Reference—Regulations 104-106

CONTENTS—*continued.*

PAGE

Board of Reference to deal with proposed amendments to Industrial Agreement 32 of 1924—Appointment of 103
Board of Reference—Handling and/or Conveyance of loose Sulphur—alteration of personnel 103
Board of Reference—Decision of Board in connection with coupling and uncoupling of locomotives at Fremantle 104
Boards of Reference and Industrial Boards—Regulations governing 104-106
Compulsory Conference—West Australian Portland Cement Co., Ltd., and certain members of the A.W.U. (W.A. Branch) 136
Cost of Living—Commonwealth Statistician's Index figures 182
Cost of Living—State Statistician's Index Figures ... 94
Department of Labour—
Basic Wage Declaration 90
Construction Workers—New Industrial Agreement 90
Commissioners—Appointments under Industrial Arbitration Act 90
Factories and Shops Inspection—Report 92
Labour Bureau—Report 94
Miners Phthisis Act—Report 91
Working Week—44 Hours, Forestry Employees ... 90
Workers' Compensation—Establishment of State Insurance 91
Enforcements—
Bakers' Industrial Union of Workers *v.* H. Moore, M. Bond, F. Bricknell, H. Green, Craik & Ferguson, W. Martin, P. Gilsdorf, H. Woodward, T. Hansen, W. E. Willis, F. Bamkin, Jones & Tobin, J. Bodham, C. Allen, —. Hawke, G. Foster, C. Jensen 119
Boot Trade Industrial Union of Workers *v.* John Maxwell 120
Bread Carters' Industrial Union of Workers *v.* Liddell & Son, T. Hansen, A. Nicholas, W. Bezant, F. McCann, H. Baker, Naylor & Currie 120
Carters and Drivers' Industrial Union of Workers *v.* J. A. M. Tait (S. A. M. Manufacturing Co.), J. Weir, J. H. Taylor, L. Marks, A. Bandains, J. Hennrickson, V. Weir, Beresford & Iles (Wembley Bus Syndicate), Lance & Clark (Golden Motor Coaches), N. W. Forder, Baker Bros., Pope & Pinkerton, Sumpton & Son, W. D. McGeoch, H. D. Turner, St. John's Ambulance Association 121
Coach, Car, and Rolling Stock Builders' Industrial Union of Workers *v.* J. McCarthy, C. McCarthy, P. McCafferty 123
Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of *v.* G. Hill & Co., G. Treacher, P. Smith, H. Legg, K. U. Wood, J. Weir 124
Ditto. *v.* Midland Railway Coy. 119

CONTENTS—*continued.* PAGE

Factories and Shops Department—
Factories and Shops Inspection Department *v.* C. S. Clark (Edwards & Co.), S. Dyer, B. Kay, P. J. Murray, Drew Robinson & Co., C. Roberts, N. Groves, J. Grant, S. Hoffman, Bon Marche Ltd., P. Hoffman, Messrs. Morris, Zeffert and Oberman, Parkers Ltd. 125
Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) *v.* W. A. Fire Brigade Board 124
Furniture Trades Industrial Union of Workers *v.* Hearne Bros. & Stead, W. Zimpel, Ltd. ... 124
Hairdressers and Wigmakers Employees' Union of Workers *v.* H. Lovering, Mamie Bouchier, Bert Mills, Annie Appleton 125
Meat Industry Employees' Industrial Union of Workers *v.* Walker & Holmes, F. C. Lange & Co., C. T. Collins, C. Slattery, Phillips & Co., —. Dewar, A. Vial, A. B. Clancy, Emery Bros. 126
Painters and Decorators' Industrial Union of Workers *v.* J. H. Inverarity, F. C. Woolley, C. Maynard 127
Printing Industry Employees' Industrial Union of Workers *v.* Sands & McDougall, Ltd. 127
Railway Employees' Industrial Union—W.A. Amalgamated Society of *v.* Commissioner of Railways—C. H. P. Nind, Away-from-Home Allowance 130
Railway Employees' Industrial Union—W.A. Amalgamated Society of *v.* Commissioner of Railways—M. Kenna, Holiday Pay 132
Superphosphate and Chemical Works Industrial Union of Workers *v.* Mt. Lyell Mining and Railway Co., Ltd.,—P. J. Quin and others, Cumming Smith & Co., Pty. Ltd.—J. Lawson and others 127
Industrial Boards—Regulations 104-106
Industrial Dispute—Hearing of—
Timber Yards, Sawmills, and Woodworkers Employees *v.* Timber Merchants' Association of W.A. 103
Interpretations—
Railway Employees' Award, No. 8 of 1921—Holiday Pay 115
Railway Employees' Award, No. 8 of 1921—Away-from-home Allowance, C. H. P. Nind 130
Railway Employees' Award, No. 8 of 1921—Holiday Pay, M. Kenna 132
Clothing Trades Agreement, No. 53, of 1925—Holiday Pay 117
Engineers' Award, Nos. 4 and 6 of 1921—Payment of allowance under Clause 2 118
Publications received 204
Regulations—Boards of Reference and Industrial Boards 104-106
Tables—
Agreements—Industrial, in force 30th June, 1926 199
Awards in force, 30th June, 1926 195
Retirements from Awards and Agreements filed during quarter 186
Unions—Industrial—
Registration of Secretaries, Treasurers, Trustees, Change of Registered Office, Amendment of Rules, Change of Name 187
Unions and Associations—Industrial, registered at Court of Arbitration 188
Unions—Trade—
Registration of Treasurers, Amendment of Rules, Change of Name 193
Unions and Associations—Trade, registered at Office of Registrar of Trades of Unions 193
Workers' Compensation 91

ANNOUNCEMENT RE "INDUSTRIAL GAZETTE."

Communications in connection with the *Industrial Gazette* should be sent to the Under Secretary for Labour, Perth.

The annual subscription to the *Industrial Gazette* is three shillings and sixpence, and the charge for a single copy one shilling. The subscriptions may be sent to the Government Printer.

ANNOUNCEMENT RE INDUSTRIAL ARBITRATION ACT, 1912, AND REGULATIONS.

Copies of "The Industrial Arbitration Act, 1912," with amendment (price two shillings and threepence), and of Regulations under "The Industrial Arbitration Act, 1912," with amendment (price sixpence), are obtainable at the Office of the Registrar of Industrial Unions, Court of Arbitration, Government Gardens, Perth; also at the Government Printing Office.

ANNOUNCEMENT RE INDUSTRIAL AGREEMENTS.

Copies of Industrial Agreements registered at the Court of Arbitration can be obtained from the Government Printer shortly after registration. Single copies, minimum 3d. Orders executed at special rates.

Department of Labour.

BASIC WAGE DECLARATION.

Special attention is directed to the Court of Arbitration's Basic Wage Declaration and Reasons of the Court in connection therewith, which are published at page 95 of this issue.

GOVERNMENT CONSTRUCTION WORKS.

New Agreement.

An agreement with the Australian Workers' Union covering the wages and conditions of men employed by the Government on the construction of railways, roads, and bridges and country water supplies was entered into by the Minister for Labour on 13th May last. A feature of the new agreement is that the whole State has been divided into eight districts and district allowances prescribed, ranging from 6s. to 46s. per week. Copies of the agreement may be obtained on application to the Under Secretary for Labour, Perth.

THE 44-HOUR WORKING WEEK.

The 44-hour working week has been extended to casual field employees in the Forests Department as from 16th July. Approximately 260 employees are affected.

INDUSTRIAL ARBITRATION ACT—APPOINTMENT OF COMMISSIONERS.

Section 146 of "The Industrial Arbitration Act" provides that the Minister may appoint Commissioners for the purpose of preventing or settling industrial disputes or any threatened or impending or probable industrial dispute. Such Commissioners have power to

convene compulsory conferences, etc. The President and members of the Arbitration Court having signified their willingness to accept appointment as Joint Commissioners, the Minister for Labour (Mr. McCallum) has approved accordingly.

MINERS' PHTHISIS ACT.

The medical examinations under the Miners' Phthisis Act, which came into operation on the 7th September last, are being carried out with the utmost despatch, and the Laboratory reports received to date disclose that 3,353 men from the mines have been examined. About 500 still remain to be examined, and it is expected that the whole will be completed by the end of September. The Laboratory staff are now at Gereldton examining the men from the Northampton mines, whence they will proceed to Yalgoo, Cue, Meekatharra, and Wiluna.

Of the 3,353 men examined, 117 were found to be suffering from tuberculosis, and have been prohibited from employment in the mines, and a number were found to be affected with silicosis. The former are entitled to compensation, but there is no provision under the Act for the payment of compensation to the men suffering from silicosis, who are not compelled to leave the mines. The Government, however, has made provision for the employment of the silicotic men, who may desire to leave the mines, on the Esperance-Salmon Gums Railway and on road construction work in that district, and has also set apart an area of land in the Esperance district for any who may wish to take up land.

300 farms, each of about 1,000 acres, have been surveyed some 60 miles from the port of Esperance, and adjacent to the line, and it is intended to allow the men affected by the dust (silicosis) to have first preference in acquiring these holdings, and money will be advanced to them on the most favourable terms by the Agricultural Bank for developmental purposes.

STATE INSURANCE.

Government's Policy.

Welfare of Afflicted Miners.

The establishment of a State insurance system to give effect to the sections of the Amended Workers' Compensation Act, relating to miners' diseases, was announced by the Minister for Labour (Mr. A. McCallum) on June 1st. A proclamation bringing the sections into force in regard to certain specified districts was passed by the Executive Council the previous day, and they operated as from June 15.

The Minister has made the following statement regarding the position:—

"Shortly after the passing of the amending Workers' Compensation Act, I held several conferences with the representatives of the insurance companies and came to an agreement regarding the rates to be charged for the increased compensation approved under the amending Act. The agreement further stipulated that before those sections of the third schedule, which covered those diseases commonly known as 'miners' complaint' were proclaimed, the insurance companies should be given one month's notice, and if they so desired a further conference should be held. Both the insurance companies and the Government undertook to collect all available information with a view of arriving at an equitable figure to be charged as a premium to cover miners' diseases. The Government then proceeded to appoint a committee, consisting of Mr. Bennett, the Government Actuary, as chairman, Mr. Calanchini, Under Secretary for Mines, and Mr. L. G. Grealy, who was loaned by the Insurance Commissioner of Queensland. The duties of the committee were to investigate the whole of the circumstances surrounding the payment of compensation for miners' diseases, and to advise the Government on a figure as an equitable rate to be charged.

"After an exhaustive examination, the committee recommended a premium of £4 10s. per cent. Subsequently I had a further discussion with the insurance companies and conferences were held both in Melbourne and Perth. The Government undertook to clean the mines as far as was practicable of all men suffering from miners' diseases, and we set about that task in a practical manner. The moment the medical examination carried out by the Commonwealth Laboratory in Kalgoorlie was made known to us, we withdrew from the mines all men suffering from T.B., and accepted the responsibility which the Miners' Phthisis Act imposed upon us of paying them full wages until we could find them suitable employment. About 100 men have been withdrawn under that heading. The Miners' Phthisis Act further stipulates that 'where a medical officer appointed under that Act reports in writing to the Minister that a person named in such report and engaged in mining operations has so developed symptoms of miners' phthisis as to indicate that further employment on, in, or about a mine may be detrimental to his future health, the Minister shall notify such person accordingly.' The medical officers have notified the Minister of a considerable list of men under this heading, and within the next week or two notice will be sent to them, and, in order to induce them to leave the mines and to give them a fighting chance for their lives, each man will be advised that, if he reports to the Kalgoorlie Bureau, the Government will do everything possible to find him suitable employment away from mining. The Government has no legal power to force these men out of the mines, but every inducement will be offered to them to get away from the industry, as the doctors advise us that in a great majority of cases the disease can be arrested and the men's lives considerably prolonged.

"It will be seen, therefore, that the Government is doing everything possible to clean the mines of men affected with miners' disease. Notwithstanding all we have done in this connection, the insurance companies have declined to quote a figure for this business and have told us that they have not sufficient information upon which to estimate their liability, and that the establishment of a pool to undertake the risk, as so advised by the committee, is impossible unless the Government will guarantee them against loss. It will, I think, be generally admitted that no Government would guarantee any private concern against loss. The Government made available to the insurance companies all the information collected by the committee and upon which they based their figures. The Government, therefore, is faced with the position that, Parliament having passed a law entitling the miners to certain conditions, and both Houses of the Legislature having agreed that the considerations contained in the amending Workers' Compensation Act should be applied to miners, and that insurance under the Act should be made compulsory, the insurance companies decline to do the business. Cabinet had three possibilities then before it—to allow that section of the Act dealing with miners' diseases to remain a dead letter and to deny to the miners benefits which Parliament has, as a whole, said they were entitled to; or, secondly, to proclaim that section of the Act and throw the responsibility on the mining companies of carrying the obligation without insurance, notwithstanding the declaration of Parliament in favour of compulsory insurance; or, thirdly, the Government to offer to the mining companies provisions for insuring against this risk which Parliament said must be done. Cabinet has decided on the last-named course, and has directed the Government Actuary to establish a State insurance office for workers' compensation and employers' liability throughout the State.

"The next point Cabinet had to decide was whether, in view of the fact that the insurance companies had declined to do the business covering miners' diseases, it would be fair, in the interests of the taxpayers of the State, for the Government to undertake just that portion of the workers' compensation insurance which private enterprise declined to do and leave the companies free to engage in just that section of the business which they were satisfied to do and reap the consequent profits. Cabinet decided that that would be a most unfair position in which to place the taxpayers of Western Australia. The Workers' Compensation Act provides that every employer must obtain from an insurance office, approved by the Minister, a policy of insurance for the full amount of the liability to pay compensation under this Act, and Cabinet has now decided that it will not approve of any company doing business under this Act unless it is prepared to do the business for the whole of the Act, and not merely for a portion of the Act. The approval that has so far allowed companies to operate is now at an end. This decision will not interfere with current policies, but every employer should know that a regulation has been passed which compels him to obtain the approval of the Minister, in writing, of the office from which he proposes to obtain a policy or a renewal of a current policy, and no approval will be given, as stated, to any office unless that office is prepared to accept the whole risk.

"The Government was not at all anxious to go into this business. We strained every possible point to try to come to terms with the insurance companies. I have given many hours, spread over twelve months, to discussions, conferences, and interviews with their representatives, but by the companies declining to do the business, the Government had no option—unless it was to ignore the decisions of Parliament—but to provide for the employers means of insurance which Parliament enacted as compulsory. We are aware, of course, that the companies were not unanimous, and that some of the representatives, particularly of the local companies, did their best to try to find a solution, but after a lapse of over twelve months we have reached the present deadlock. The machinery for carrying out the decision of the Government is now well on the way. The clerks of courts throughout the State will be appointed representatives to do the business of insurance. Both workers' compensation and employers' liability business will be undertaken. The present action of the Government is only tentative, pending the approval of Parliament, and it is our intention to bring down a measure dealing with the situation during the coming session. It was impossible for us to delay a decision any longer. The miners have waited 18 months for the benefits of the Act, and, naturally, have become very restive, and it was unreasonable to expect them to wait any longer. Almost weekly some of them are being stricken down with this deadly disease. The great pity is that this law was not brought into force 20 years ago. The compensation of men who have wrecked their lives in following an industry which has done so much for Western Australia is a very tardy recognition of the sacrifice that they have made and the benefits which Western Australia, as a whole, has derived from an industry which has broken them physically.

"I am sorry that we have not been able to come to an amicable arrangement with the insurance companies. I strained every effort to avoid the present position, but, the situation having arisen, it had to be faced, and the decision of the Government appears to us to be the only way out of the difficulty."

CHIEF INSPECTOR OF FACTORIES' REPORT FOR QUARTER ENDED 30th JUNE, 1926.

FACTORIES AND SHOPS ACT, 1920.

Certificates Issued.—During the quarter certificates of registration in respect of 1,441 shops and warehouses, and 652 factories, were issued, making a total for the year of 4,735 and 1,989 respectively.

As registration expires on the 31st December in each year, the majority of renewals of registration are generally effected during the first portion of the year.

Small Shops.—Fifty-four certificates of registration of premises as small shops, under Section 104 of the Act, were issued for this quarter, or a total of 280 for the year.

Mixed Businesses.—Seventy-five applications for suspension under Section 113 and 114 of the Act were received during the current quarter, or a total for the past six months of 147. In each case the application received the approval of the Hon. the Minister.

Proclamations.—During the quarter under review seven proclamations were issued under the provisions of the Act, and each proclamation was published in the *Government Gazette.* Particulars are as follows:—

1st April, 1926.—Suspending the operations of the Act between the hours of 6 p.m. and 9 p.m. on Thursday, 1st April, 1926, in so far as it applies to the closing time of shops situated in the Collie Shop District.

1st April, 1926.—Declaring that Saturday the 3rd day of April, 1926, be a public holiday for the purposes of the Act, in the Collie Shop District.

16th April, 1926.—Declaring that Monday the 3rd day of May, 1926, shall be a Public Holiday throughout the State.

21st May, 1926.—Declaring that Monday, the 7th day of June shall be a Public Holiday throughout the State.

4th June, 1926.—Abolishing the Murray Shop District and creating the Pinjarra Shop District.

11th June, 1926.—Declaring Wednesday as the day in which shops in the Pinjarra Shop District shall close at 1 o'clock in the afternoon.

11th June, 1926.—Declaring that Saturday be the day on which shops in the Pinjarra Shop District may remain open until 9 o'clock p.m. in the evening.

Inspections.—During the quarter a total of 2,567 inspections of factories and shops were made by officers of the department, when 1,279 factories and 1,286 shops and warehouses were visited. This number is, of course, irrespective of the numerous shops visited on patrol inspections.

In addition to inspections in the metropolitan districts, one officer spent several days in Geraldton, whilst another travelled up the Midland line by means of a motor cycle.

Other places visited included Pinjarra, Collie, Bunbury, Shotts, Muja, Lyall's Mill, Allanson, and Worsley.

The inspector using the departmental motor cycle travelled 2,521 miles during the three months, whilst a second officer used his private car over 417 miles.

As a result of the various inspections it was found that 34 employees were being paid at lower rates than those provided under "The Factories and Shops Act, 1920," and these employees had their wages adjusted and arrears amounting to £5 8s. 6d. paid.

Requisitions and Orders issued numbered 46, particulars of which are as follows:—

General sanitation	16
Records	9
Sanitary conveniences	9
Drainage	6
Accidents	3
Ventilation	2
Dust	1

It was also necessary to take action in respect of various breaches of the Act, as indicated hereunder:—

Section 32 relating to working hours of women and boys—1.

Section 65 relating to sleeping places in factories—1.

Section 66 relating to meals and meal times for women and boys—3.

Section 72 relating to protection of hoists and lifts—2.

Section 90 relating to first-aid outfits—4.

Section 91 relating to keeping clear space near engines—1.

Section 96 relating to stamping furniture—12.

Accidents.—During the quarter 85 notices under Section 85 of the Act were received in connection with accidents to employees in factories, and in each case inquiries into their causes and nature were made.

The majority of these accidents involved minor injuries to employees at a large factory controlled by a Government department. None of them was fatal—one worker sustained the loss of a thumb, but in no other instance was the loss of a limb involved, and generally the period of incapacity was of short duration.

Prosecutions.—The table hereunder indicates the nature of prosecutions taken during the quarter. In all, fines to the amount of £47 were imposed, whilst costs amounted to £21 0s. 2d. Of the 57 cases taken, 44 convictions were recorded, the balance of 13 being withdrawn.

Place of hearing.	Locality of Offence.	Nature of Charge.	Section of Act.	Number of Cases.	Fines.	Costs.	Total.
					£ s. d.	£ s. d.	£ s. d.
Pinjarra ...	Mandurah ...	Failure to observe opening and closing hours of shops	102	2	1 0 0	1 5 8	2 5 8
Fremantle ...	Fremantle ...	do. do. do.	102	3	3 0 0	3 12 0	6 12 0
Toodyay ...	Toodyay ...	do. do. do.	102	11	withdrawn	...	...
Toodyay ...	Toodyay ...	do. do. do.	102	11	5 10 0	3 17 0	9 7 0
Perth	Perth	do. do. do.	102	1	1 0 0	0 3 0	1 3 0
Collie	Collie	do. do. do.	102	1	0 10 0	0 11 10	1 1 10
Fremantle ...	Fremantle ...	Obstructing an Inspector ...	15	1	2 0 0	1 4 0	3 4 0
Perth	Victoria Park...	Occupation of unregistered factory	18	5	2 10 0	0 15 0	3 5 0
Perth	Bassendean ...	do do. do.	18	1	withdrawn	0 5 10	0 5 10
Perth	Leederville ...	do. do. do.	18	1	0 10 0	0 13 0	1 3 0
Perth ...	Subiaco ...	do. do. do.	18	1	0 10 0	0 3 0	0 13 0
Perth	Perth	do. do. do.	18	2	7 0 0	0 16 6	7 16 6
Fremantle ...	Fremantle ...	do. do. do.	18	1	withdrawn	0 3 0	0 3 0
Perth	Perth	Allowing employees to work longer extended hours than permissible	37a	5	8 10 0	3 7 6	11 17 6
Perth	Perth	Failure to forward notification of employees having worked extended hours	41	1	2 0 0	0 13 6	2 13 6
Fremantle ...	Fremantle ...	Failure to close hairdresser's shop at hour fixed	109	1	1 0 0	0 3 0	1 3 0
Geraldton ...	Geraldton ...	do. do. do.	109	1	0 10 0	0 4 10	0 14 10
Pinjarra ...	Pinjarra ...	Allowing employees to work longer extended hours than permissible	125	1	2 10 0	0 12 10	3 2 10
Geraldton ...	Geraldton ...	do. do. do	125	1	2 0 0	0 4 10	2 4 10
Geraldton ...	Geraldton ...	Failure to keep necessary records of assistants in shop	129	3	3 0 0	0 14 6	3 14 6
Perth	Perth	Occupation of unregistered shop ...	133	1	1 0 0	0 3 0	1 3 0
Perth	Leederville ...	do. do. do. ...	133	1	1 0 0	0 3 0	1 3 0
Collie	Collie.	do. do. do. ...	133	1	2 0 0	1 3 4	3 3 4
		Totals		57	£47 0 0	£21 0 2	£68 0 2

Shop Districts.—As a result of a visit of an Inspector to several trading centres in the Murray Shop District, a proclamation was issued abolishing this district and creating a new district. The new district will be known as the Pinjarra Shop District, and is that area contained within a radius of three miles from the Pinjarra Post Office.

Petitions of shopkeepers were received, and as a result proclamations were issued declaring that the weekly half-holiday shall be held on Wednesday, and the late trading night observed on Saturday in this district.

A general review of country shop districts will be made at an early date, with the view to allowing shopkeepers in "specified localities" selecting the days most suitable for the observance of the statutory half-holiday and late trading night.

INSPECTION OF SCAFFOLDING ACT, 1924.

As reported last quarter it was found that the work of inspecting all scaffolding erected in the metropolitan area was too much for one inspector, and applications were called for an additional inspector.

All candidates were required to present themselves for examination held in accordance with the regulations, and as a result Mr. F. R. Dear commenced duty on the 24th May.

During the quarter a total of 615 inspections were made by officers of the department, covering 1,612 miles by means of motor cycle. Notices of intention to erect scaffolding, numbering 170, were received, and inspections were completed in connection with 86 jobs, the value of which was £42,226 16s. (including four departmental jobs valued at £8,850).

Work was also finalised with regard to 135 notices that had been received, in connection with which it was found impossible to make inspections of scaffolding subject to the provisions of the Act, or, if inspections were made, it was found that the Act did not apply to the scaffolding erected. The value of these jobs amounted to £9,993 7s. 6d. At the 30th June the Department had under supervision 193 contracts, the value of which is estimated at £586,188.

During the quarter the inspectors had occasion to issue verbal instructions in many cases to have scaffolding altered so that it was erected in conformity with the Act, whilst it was found necessary to issue seven written orders directing that work should cease until scaffolding had been erected in a satisfactory manner.

Regulation three provides that all owners of scaffolding should give at least 48 hours' notice of intention to erect scaffolding. Several warnings have been issued to owners of scaffolding for having failed to give this notice, and it was found necessary to institute three prosecutions. Convictions were recorded in two cases, whilst the third was dismissed. Fines and costs amounting to £1 9s. were imposed.

EMPLOYMENT BROKERS' ACT, 1909.

No complaints alleging offences against the provisions of this Act were received during the quarter, and from inspections made it would appear that its requirements are, generally speaking, observed satisfactorily.

SHEARERS' ACCOMMODATION ACT.

During the quarter six reports were received on inspections of accommodation provided for shearers. All reports were of a satisfactory nature.

INDUSTRIAL ARBITRATION ACT, 1912-1925.

During the quarter 155 inspections under the provisions of this Act were made by officers of this Department, mostly in connection with agreements covering the clothing trades. As a result of these inspections 40 employees received arrears of wages amounting to £297 7s. 11d.

An inquiry was made during the quarter in regard to cessation of work in one industry. This was made at the request of the Registrar of Industrial Unions, under the provisions of Section 140 (3) of the Act.

During the quarter 28 applications for enforcement were lodged at the Arbitration Court, and as a result 21 convictions were recorded, the remaining seven applications being subsequently withdrawn. Fines amounting to £14 10s. were imposed, the costs amounting to £9 10s. 7d., and orders were made by the Court for adjustment of arrears of wages amounting to £209 0s. 1d.

RETAIL PRICE INDEXES—FOOD AND GROCERIES.

State Government Statistician's Report.

The figures hereunder give the result of the inquiry conducted by the Government Statistician into the cost of food and groceries in certain towns in Western Australia for the three months ended June, 1926.

The methods adopted in compiling the index numbers are similar to those employed by the Commonwealth Statistician.

The table shows the difference in the cost of food and groceries in the various centres, as compared with the cost in the Metropolitan Area. It will be noted that prices in some of the remote towns are much higher than those obtaining in the Metropolitan Area.

Index Numbers, 2nd Quarter, 1926.

Food and Groceries: Weighted average for six Capital Towns in 1911 as base = 1000.

Town.	April.	May.	June.	Average for Qr.	Percentage difference as compared with Metropolitan Area.
Metropolitan Area ...	1942	1961	1912	1938	...
Albany	2129	2141	2141	2137	+ 10·27
Bridgetown	2138	2205	2200	2181	+ 12·54
Bunbury	2033	2091	2077	2067	+ 6·66
Collie	2159	2177	2164	2167	+ 11·82
Coolgardie	2169	2198	2182	2183	+ 12·64
Cue	2593	2576	2584	2584	+ 33·33
Geraldton	2077	2048	2045	2057	+ 6·14
Greenbushes	2223	2248	2234	2235	+ 15·33
Gwalia	2316	2350	2395	2354	+ 21·47
Jarnadup	2175	2180	2160	2172	+ 12·07
Jarrahdale	2164	2205	2161	2177	+ 12·33
Kalgoorlie	2175	2192	2179	2182	+ 12·59
Katanning	1866	1939	1933	1913	— 1·29
Leonora	2365	2362	2342	2356	+ 21·57
Lyall's Mill	2165	2160	2173	2166	+ 11·76
Manjimup	2191	2202	2203	2199	+ 13·47
Meekatharra	2433	2431	2432	2432	+ 25·49
Menzies	2472	2400	2457	2473	+ 27·61
Merredin	2135	2122	1959	2072	+ 6·91
Mullewa	2368	2443	2319	2377	+ 22·65
Nanga Brook	2029	2052	2033	2038	+ 5·16
Narrogin	1981	1993	1981	1985	+ 2·43
Norseman	2453	2470	2458	2460	+ 26·93
Northam	2099	2122	2102	2108	+ 8·77
Northampton	2017	2155	2137	2103	+ 8·51
Pemberton	2112	2157	2141	2137	+ 10·26
Southern Cross ...	2276	2332	2325	2311	+ 19·25
Wiluna	3005	3065	3033	3034	+ 56·55
Yarloop...	2025	2035	2024	2028	+ 4·64
Youanmi	2750	2758	2768	2750	+ 44·36

STATE LABOUR BUREAU.

Quarter ended 30th June, 1926.

Report of Secretary.

The number of individual men who had their names registered for employment ws 3,131; the engagements totalled 1,465. There were 825 workers assisted with fares to proceed to work, the cost of the fares amounting to £763. An amount of £1,067 was received as refund on account of fares advanced during the quarter and previously. Six fares were also supplied from Employers' Railway Fares Trust Fund Account.

Comparing the number of applicants for work at Head Office and branches with that for the corresponding period of the year 1925, there is an increase of 740, and the engagements show an increase of 729. The applicants for work at the Head Office, Perth, were 2,082, and the branches 1,049, while the engagements were 1,237 at Perth and 228 at branches.

Under the scheme for placing Goldfields lads on farms, 11 lads were despatched from Kalgoorlie. Of these 10 were proceeding to farm work for the first time and were supplied with free railway fares.

Women's Branch.—The number of women registered for employment was 669, which is 34 more than on the figures for the corresponding quarter for the year 1925. The engagements were 291, being 112 less.

THE INDUSTRIAL ARBITRATION ACT, 1912-1925.

BASIC WAGE DECLARATION and Reasons of the Court.

IN THE COURT OF ARBITRATION, PERTH.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of Part VII. of the said Act—"Basic Wage."

The Eleventh day of June, 1926.

IN PURSUANCE of the provisions of Part VII. of the above Act the Court of Arbitration hereby determines and declares the Basic Wage to be paid to adult male and female workers shall be as follows :—

(*a*) Adult Males—the sum of £4 5s. (Four pounds five shillings) per week, made up as follows :—

	£	s.	d.
Food	1	16	0
Rent	1	0	0
Clothing	0	13	6
Miscellaneous	0	15	6
	£4	5	0

(*b*) Adult Females—the sum of £2 5s. 11d. (Two pounds five shillings and elevenpence) per week

with in each case a payment *pro rata* where the term of the employment is for less than one week.

(*c*) These rates apply to unskilled workers.

WALTER DWYER,
President.

[L.S.]

W. SOMERVILLE,
LLOYD BLOXSOME,
Members.

The following reasons for the Declaration were delivered by the members of the Court on the 14th day of June, 1926 :—

The PRESIDENT (His Honour Mr. Justice Dwyer): In part VII. of the Industrial Arbitration Act, 1912–1925, the Court is under an obligation to determine and declare before the 14th June in every year the basic wage to be paid to male and female workers. The section of the Act defines Basic Wage to mean a sum sufficient to enable the average worker to whom it applies to live in reasonable comfort, having regard to any domestic obligations to which such average worker would be ordinarily subject. The first difficulty therefore that the Court met with was to decide who the average worker would be. The representatives of the employers and the workers agreed early in the proceedings that the "average worker" would be the "unskilled worker." The next question arose as to the domestic obligations of the average worker.

Mr. Andrews for the employers suggested during the hearing that the domestic obligations of the worker should be limited to the maintenance and support of a wife and one child, on the ground that on a statistical basis the average family of the worker, taking into account both single and married men, was represented by ·8 or ·9 (roughly nearly one). Mr. Barker for the workers, on the other hand, advanced the proposition that the Court should fix as its unit of domestic obligations a man and wife and three dependent children.

I am of opinion that the Court has an obligation imposed upon it to specifically ascertain, apart from precedent or practice in any other Court, what the domestic obligation of the average worker should be. Having decided that the average worker should be taken to be the average married worker, the next matter for consideration was, What were the domestic obligations of the average married worker? On this point the Court was referred to decisions in other States and to various statistical returns. A study of the latest statistical returns discloses the following facts :—

1. The average "issue" of wage earners working in the transport and communication occupations in all Australia was 3·04 and in Industrial occupations 3·07.
2. The average "issue" of husbands in all grades of occupations, employers and employees, in Western Australia engaged in transport and communication was 3·24 and engaged in Industrial occupations was 3·39
3. The average "issue" of husbands generally in Western Australia was 3·27.

As regards the above it must be expressly noted that the word "issue" is used, which of course means the total children born, and not merely dependent children.

4. The number of inmates in private houses in the Metropolitan Area of Western Australia was 4·44 per house.
5. The average number of dependent children under 14 years of age of wage earners occupying houses in the Metropolitan District of Western Australia was 1·55, and for the whole of the State 1·51.
6. The average number of dependent children under 14 years of age per householder for Western Australia was 1·34 in the Metropolitan Area and 1·35 for the whole of the State.
7. The following table, compiled by Mr. Sutcliffe of the Commonwealth Statistician's office and tendered in evidence to the Court, will more easily exhibit the above particulars or most of them :—

DEPENDENT CHILDREN UNDER 14—CENSUS 1921.

GRADES OF OCCUPATION—AUSTRALIA AND WESTERN AUSTRALIA.

Particulars.	Dependent Children under 14 per Male Householder.				
	Employer.	Own Account.	Wage & Salary.	Unemployed.	All.
Australia	1·49	1·45	1·57	1·35	1·45
Australia, Metropolitan	1·28	1·21	1·44	1·22	1·31
Urban ...	1·54	1·42	1·73	1·47	1·55
Rural ...	1·59	1·52	1·66	1·46	1·54
Western Australia ...	1·47	1·28	1·51	1·22	1·41
W.A., Metropolitan ...	1·42	1·29	1·55	1·23	1·44
Urban	1·63	1·44	1·77	1·40	1·64
Rural	1·48	1·26	1·36	1·08	1·32

AVERAGE ISSUE OF HUSBANDS—CENSUS OF 1921.

AUSTRALIA AND WESTERN AUSTRALIA. CLASSES AND GRADES OF OCCUPATION.

Class.	Average Issue.		Grade of Occupation in Australia.			
	Australia.	Western Australia	Employer.	Own Account.	Wage & Salary.	Unemployed.
Professional ...	2·80	2·76	2·68	2·62	2·67	2·58
Domestic ...	2·87	2·72	2·97	3·09	2·65	2·59
Commercial ...	2·86	2·87	3·13	3·20	2·59	2·78
Transport ...	3·19	3·24	3·02	3·75	3·04	3·08
Industrial ...	3·27	3·39	3·42	3·70	3·07	3·42
Primary ...	3·96	3·51	4·00	4·09	3·53	3·85
Total Breadwinner ...	3·36	3·26	3·55	3·79	3·02	3·37

AVERAGE ISSUE OF HUSBANDS—CENSUS 1921.

AUSTRALIA AND WESTERN AUSTRALIA IN DISTRICTS.

Particulars.	Average Issue.				
	Metropolitan.	Provincial.	Rural.	Migratory.	Total.
Australia	2·96	3·51	3·86	2·11	3·38
Western Australia	3·08	3·41	3·47	2·13	3·27

8. Mr. Reid, of the Government Statistician's office, prepared a return taken from the 1921 census relating to Western Australia. This return showed the total number of children under 14 years of age as 100,695. The total number of married, widowed and divorced persons amounted to 74,177, which left the average number of children under 14 years of age per married, widowed and divorced person for Western Australia at 1·357.

9. Bulletin No. 79 of the Commonwealth Statistician's office contains a table which is of first rate importance on this point. It exhibits figures taken from the 1911 census arranged in groups according to ages of husbands and according to the ages of children. Mr. Reid, of the Government Statistician's office, from this table and the detailed particulars contained in the General Census Report compiled a return, the effect of which may be stated as follows :—

> The average number of children under 14 years of age per married male between the ages of 21 to 60 in Australia was 1·8, and the average number of children under 16 years of age per married male aged 21 to 60 in Australia was 1·99.

From the foregoing figures and tables it is clear that it was impossible to come to any other conclusion than this: The average number of children under 14 years of age of the Western Australian married worker is roughly under 2. In order that this conclusion might be further tested, I had the advantage of perusing a table prepared by Mr. Bennett, Government Statistician, in 1914, from returns supplied by all officers in the Public Service for the purpose of preparing a return dealing with a proposed superannuation fund. Here, if anywhere, one would expect to see the average number of dependent children at its highest, because of the regularity of employment and security of tenure of those engaged in the Government Service. The return, however, shows that the average number of children per married employee under 14 years of age in the clerical and professional division in the aged grades from 22 to 57 was 1·634 for the clerical and professional division and 1·978 for the general division. So that here, in the most sheltered occupation of all, the average number of children under 14 years of age is still below 2. Taking all these returns into consideration, the conclusion above mentioned is forced upon one.

As against these figures showing the number of dependent children per family the only evidence adduced was a report entitled "Labour and Industrial Branch Report No. 4: Expenditure in living in the Commonwealth."

The following table from that report has been taken as proving that the average worker's family is over two:—

Families having weekly incomes of:	No. of Members.	No. of families having children.	No. of children.	Average children per family.	Children at Work.			Children at Home or at School.			
					17 and over.	13 and under 17.	Under 13	17 and over.	13 and under 17.	10 and under 13.	6 and under 10.	2 and under 6.	Under 2.
Under £3	Over 4 ...	45	176	3·91	2	3	...	5	2	31	52	53	28
	4 and under ...	49	73	1·49	1	1	...	...	4	5	11	25	26
£3 and under £3 10s.	Over 4 ...	44	180	4·09	7	6	1	6	9	29	43	53	26
	4 and under ...	30	60	1·54	5	1	...	3	1	5	10	27	8
£3 10s. and under £4	Over 4 ...	32	138	4·31	11	9	...	3	14	24	30	35	12
	4 and under ...	15	24	1·60	3	2	...	...	...	3	5	6	5
£4 and over ...	Over 4 ...	91	413	4·54	74	24	...	17	53	60	80	64	41
	4 and under ...	36	49	1·36	2	1	...	3	3	5	9	18	8
All families ...	... ...	351	1,113	3·17	105	47	1	37	86	162	240	281	154
All families, 1910–11 inquiry	...	180	522	2·90	77	11	...	33	52	65	77	128	70

This table establishes nothing of the kind, and I have to look upon its value as evidence in this respect as practically valueless. It could of course be quoted as evidence for some other purpose, but not as regards the dependent children in

the average worker's family. In the first place this table is taken from a return of 351 household budgets received by the Commonwealth Statistician out of a total of 7,000 despatched to various householders throughout the Commonwealth for the purpose of obtaining particulars of family expenditure. In the next place it does not purport to be a correct representation of the number of dependent children, and in any event, so far as that point is concerned, it is not in accord with the statistical tables of the 1911 or 1921 Census.

At the hearing of the proceedings it was stated by Mr. Barker that to hold the number of dependent children to be under three would mean that the white population of Australia was a disappearing quantity. There is here a confusion of ideas between "number of dependent children" and "total number of children." It will be seen from the returns quoted above that the average number of children per family is over three, hence not only is there no danger of the white population disappearing but this, coupled with the fact of our low death rate, means that our white population is increasing at a very satisfactory rate of progression. Then again, the statement frequently made that on the whole the average family of the worker is greater than that of the employer is also disproved by statistics, as well as by the statements made by Mr. Sutcliffe when under examination. For instance, take the 1921 Census : in every group of occupations the employers show a higher average of total number in family to the wage earner in the same group—*vide* the following table :—

Class of Occupation.	Issue.	
	Employer.	Employee.
Professional	2·68	2·67
Domestic	2·97	2·65
Commercial	3·13	2·59
Transport and Communication ...	3·62	3·04
Industrial	3·42	3·07
Primary Producers	4·00	3·53
All occupations	3·55	3·02

The fact therefore remains that the third dependent child in the family of our average worker simply does not exist, and I consider the sooner the fiction that this third child has been or is being provided for in any wage fixture disappears, the better.

The next point to consider was whether dependency finished when the child attained 14 years of age. From one's own observations it is patent that dependency does not end at 14 years of age and therefore I came to the conclusion that the average number of dependent children should be fixed at two, which would roughly correspond, when disregarding fractions, as the number of children under 16 years of age per married adult male as disclosed by the 1911 Census. To sum up the foregoing, the average worker referred to in the Act I hold to be the married unskilled worker with a wife and two children dependent upon him.

The next consideration was what would be the sum sufficient to support such a worker. Here there were again two opposing contentions. Mr. Andrews, acting as the representative of the employers, stated that there should be no change in the Basic Wage as fixed by the Federal Arbitration Court founded upon what is popularly known as the "Harvester Judgment," and revised from time to time, and that no Court in Australia had departed from that practice. Mr. Barker, on behalf of the employees, stated that the Court should take the amount fixed by the Commonwealth Basic Wage Commission of 1920 as revised and brought up to date by Index Figures, and as applied to a married worker with three children. For the reasons above set forth, however, the Commonwealth Basic Wage finding had in my opinion to be reduced to a finding as for two children. In order that comparison may be made of these opposing contentions the following table was prepared :—

——	Harvester.	Basic Wage Commission.
	£ s. d.	£ s. d.
Food, Groceries, and Fuel	1 11 3	1 16 8
Rent	0 15 7	0 18 4
Other	1 11 2	1 16 8
	£3 18 0	£4 11 8

It is to be noted that if the Harvester Judgment is varied in groups according to index figures the result arrived at is a total of £4 1s. 4d., which will roughly correspond to the 3/- added by the Federal Court in its Awards.

Before coming to any conclusion I carefully investigated the criticisms that have been from time to time made with regard to the Harvester Judgment and the Basic Wage Commission's finding.

The most important of these are as follows :—

CRITICISMS ON BASIC WAGE COMMISSION

(a) From Mr. A. B. Piddington in "The Next Step" at page 10 :

"In the controversy which has ensued it has been stated "that this Commission 'fixed' £5 16s. per week as the Basic "Wage, sometimes that the Commission 'recommended' "it. Neither statement is correct. Like all Royal Commis-"sions, it had no power to 'fix' any right or dictate any "duty ; it could but enquire and report upon facts. It could, "of course, have made any recommendation it thought fit to "make. In point of fact, it did not exercise that power, and "would not have done so without first investigating the pro-"ducing power of the country to pay a wage, and also the "matters dealt with in my memorandum (pp. 22–26 of this "pamphlet). The Commission was not asked to say what "ought to be the Basic Wage, or what domestic unit should "be taken for that wage. It may have been intended by "the Prime Minister, and it was very widely expected that "whatever the Commission found as necessary for the typical "family of five would, in accordance with what had up till "then been the practice, become the Basic Wage for all "adult male employees. But the Commission had nothing "to do with the use to be made of its finding of fact under "Clause 1, any more than with the question whether the "authority to make effective its finding should be the Legis-"lature directly or the Commonwealth Arbitration Court "or the Court under some direction of the Legislature, or "the Court in part and the Legislature in part."

(b) From the Report of the Economic Commission on the Queensland Basic Wage:

"The principle that the needs of the wage earner "should receive adequate consideration is firmly embedded "in Australian practice. The fact that production at present "is inadequate to supply all wage earners with full require-"ments of a family of five has also been established."

(c) From a quotation on page 846 of 15 C.A.R.:

"Memorandum from Commonwealth Statistician, S. H. Knibbs, upon the feasibility of paying to all adult male employees the amount of £5 16s. per week.

"Such a wage cannot be paid to all adult employees, "because the whole produced wealth of the country "including all that portion of produced wealth which "now goes in the shape of profit to the employers, "would not, if divided up equally amongst the em-"ployees, yield the necessary weekly amount."

(d) From the Board of Industry, South Australia, 15th July, 1921:—

"This Board is of opinion that it would not be justified "in adopting the finding of the Basic Wage Commission as "a declaration of the living wage . . . . . .

"Now that prices are descending the difficulty of adjusting "wages and prices may not be so formidable. The difficulty, "however, is sufficiently serious to justify this Board in "rejecting the major claim on behalf of the employees "for a straight-out adoption of the finding of the Com-"monwealth Basic Wage Commission."

(e) From Mr. Justice Higgins (1921), 15 C.A.R., 306. Amalgamated Society of Engineers v. Adelaide S.S. Company, Ltd.:—

"What the Commissioners have reported is not a 'Basic "Wage' at all . . . . . There is no meaning in 'Basic' "except in relation to something higher. . . . . "Yet, though for a 'Basic Wage' one has to find the "wage adequate for the humblest class of worker, the "Commissioners expressly say that their duty was not to "discriminate between the standard reasonable for one type "of employee, and that which is reasonable for another "type. . . . . It would obviously be much better for "all parties—union and employers—to begin again and to "press for an enquiry which will replace the Harvester "Finding on scientific lines, rather than to press for pay-"ment of this so-called 'Basic Wage' of the Commission, "which is not a true Basic Wage, but a will-o-the-wisp that "will lead them into the ditch."

(f) From the Full Court of Queensland—*Government Gazette* of 24th February, 1921:—

"The position appears to be that the Commission "expresses no opinion affirming the practicability of intro-"ducing a Basic Wage of £5 6s. 2d. (£5 16s. 6d. for "Melbourne); while two members of the Commission "indicate that to introduce the ideal standard which we "presume has reference to the standard the Commission "laid down, would add an intolerable burden.

"It is important to know what is the attitude of the Federal "authorities to the Basic Wage fixed by the Commission; "for if it is not given effect to by them, that wage, even if "reasonably practicable, as a Commonwealth wage, would "become impracticable as a State wage."

(g) From Professor Brigden of University of Tasmania:—

"It was found, however, when this standard (*i.e.* "standard of living) was translated into costs that it was "too high and equivalent wages could not be paid . . . . . "In essence the objection held that it was beyond the "capacity to pay to all wage earners and the standard has "been nowhere applied."

(h) From Mr. A. B. Piddington's memorandum to Report of Basic Wage Commission:—

"The increased burden on industry from raising a "present Basic Wage of say £4 0s. 0d. to £5 16s. 0d. would "be for 1,000,000 employees the sum of £93,000,000 per "annum. . . . . So far as manufacturing industries "for export are concerned they would be ruined. . . . . "The increase in the price even of the products of our primary "industries would before long be a formidable drawback to "their development, and possibly to their continuance. . . . . "If £5 16s. 0d. is paid to all employees it is demonstrably "impossible to provide, even for the family with three "children, the standard of comfort determined by the "Commission and not procurable for the amount of "£5 16s. 0d., this is because of the resultant rise in prices."

(i.) From Mr. Justice Powers in *Federated Gas Employees v. Metropolitan Gas Company and others* (15 C.A.R., at pp. 847-850):—

"This Court must therefore brush aside, as the Com-"mission itself did, the Report (*i.e.*, the Basic Wage Com-"mission Report) as one on a Basic Wage, or as a Report "recommending the finding of the Commissioners for "adoption as a Basic Wage.

"The difference between the Harvester Judgment and the "Royal Commissioner's finding arises from the fact that this "Court has to fix a minimum wage for an unskilled worker "sufficient to enable him, his wife and family of three, to "live in 'a condition of frugal comfort estimated by "current human standard,' and the members of the Royal "Commission set themselves the task of finding out the cost "of living of a typical family under the higher standard "set out in this Report, namely, for any man, his wife and "family of three, whether he was a wage earner or not."

CRITICISMS ON HARVESTER JUDGMENT.

(a) From Mr. A. B. Piddington, in "The Next Step," at page 13:—

". . . . . it is clear that the evidence, though "uncontradicted, was very slight in volume. We hear of 'a "land agent' as to rent, 'a butcher' as to meat, and "'nine housewives' as to rent and food combined. In the "history of the new social jurisprudence it will seem surpris-"ing that a decision, upon which the way of living of millions "of Australian citizens in the intervening thirteen years has "ever since depended, should have been reached upon such "slender materials even as to rent and food. But more serious "still is the lacuna left by the absence of all evidence as to "clothing—always a formidable expense, as it is a primitive "essential—and the absence, too, of any evidence upon the "multifarious needs called in such investigations 'Miscel-"laneous requirements,' and including 'light (and fuel), furni-"ture, utensils (being casual, not weekly expenditure), rates, "life assurance, savings, accident or benefit society, mangle, "school requisites, loss of employment, union pay, books and "newspapers, intoxicating liquors, tobacco, sickness and

"death, domestic help or any expenditure for unusual contingencies, religion or charity' (Items mentioned in the "Harvester case.)

"The real basis, however, of the Harvester case is not "to be found in the facts as to the cost of living thus "mentioned, for these only accounted for one pound twelve "and fivepence (£1 12s. 5d.) per week (the cost of food and "rent), there being, as mentioned, no information of any "kind as to the missing sections (clothing and miscellaneous), "and no evidence therefore upon which to base, with even "an approach to calculation, a finding of £2 2s. 0d. any "more than of £3 3s. 0d. or £4 4s. 0d. per week."

(b) From Professor Brigden, of University of Tasmania —

"The Court made what enquiries it could to discover "the cost of living in and around Melbourne for a family of "about five.' It also ascertained the wages paid by 'reputable employers.' It found that 7s. a day was being paid "on the average; that the minimum cost of food and rent was "approximately 35s. per week, and proceeded to adopt 7s. on "the assumption that 35s. for food and rent, plus 7s. a week "for other expenditure, could not be called unreasonable."

"The Court actually fixed the wage that was being paid "in the average by reputable employers. Had it been 6s. 6d. "or 7s. 6d. per day, 39s. or 45s. a week, the difference between "that and the 35s. might equally have been allowed for other "expenditure."

(c) From the Commonwealth Basic Wage Commission :—

"There was no concrete evidence that 7s. per day would "in 1907 meet the cost of living, and that the only evidence "as to that concrete figure being a reasonable remuneration was that public bodies 'not aiming at profits but responsible . . . . . for economy' were paying this wage "which was also that awarded by the Woodworkers' Board ". . . . . But when the now recognised section of the cost "of living—clothing and miscellaneous requirements came "to be provided for, no evidence was taken in the Harvester "Case. . . . . .

"The Commonwealth Statistician's figures (published "five years after the Harvester Case) showed that the rent of a "4-roomed house in Melbourne, in the year 1907, was 8s. 11d., "nearly 2s. more than was laid down in the Harvester Case."

(d) From Mr. Justice Higgins in "Harvard Law Review," of December, 1920 :—

"In finding the Basic Wage the Court uses a rough estimate which it made in an Enquiry in 1907, as to 'fair and "reasonable remuneration.' . . . . . But there is no doubt "that the rough estimate made by the Court in 1907 ought "to be superseded or revised by a new investigation, made "after so many years have elapsed, as to absolute present "cost of living."

After a full consideration of these criticisms and a perusal of the Report and evidence of the Basic Wage Commission I consider that the Basic Wage to be fixed for the worker in Western Australia would lie somewhere between £4 1s. 4d. (or £3 18s. 0d.)—that is the Harvester Judgment and the £4 11s. 8d.—that is the Commonwealth Basic Wage Commission, reduced to the family of 2 children. I say somewhere between these figures, because after carefully reviewing the Basic Wage Commission's finding I am of opinion that while the amount allowed for food seemed to be fair, when we consider that whatever class of society the worker belongs to, the food regimen must practically remain the same, but when the items for clothing and miscellaneous are weighed and considered, the findings of the Basic Wage Commission appear to be in excess of the requirements of the unskilled worker on the basic wage. Then again the £4 11s. 8d. had to be considered in view of what Interstate competition would mean to Western Australia, and what effect it would have as regards displacement or a possible stoppage of industry and its effect upon the cost of living. There is no doubt that a rise in wages would be reflected to some extent on the cost of living for the worker, though I do not at all subscribe to the proposition that a rise in wages necessarily and inevitably must mean in all cases a rise in the cost of living.

Being then of opinion that the Commonwealth Basic Wage Commission had been over generous so far as the unskilled worker is concerned in the allowance for clothing and miscellaneous of £1 16s. 8d., I had necessarily to cast about me to see where it could be found what would be a fair equivalent. Perusal of the proceedings in the Court were of no use, because Mr. Andrews did not challenge in any way the finding of the Commonwealth Basic Wage Commission beyond saying that the amount fixed there could not be paid.

I then had recourse to the practice in New South Wales. A Board of Trade there had been for years fixing a Basic Wage on the necessary expenditure of a married worker with two dependent children, and on perusing the reports of that Department it seems to me that they had made special investigations as to the necessary amount of cost of clothing and expenditure under the heading of miscellaneous, which could be made available for our purposes here.

On communication with the Statistician of the Board of Trade in New South Wales, I obtained the information that the latest Basic Wage declared there amounted to £4 4s. 0d. in August, 1925, for which the item rent was fixed independently at £1 0s. 10d., and the other items were *approximately* as follows :—

	£	s.	d.
Food and Groceries	1	12	4
Clothing and Boots	0	13	6
Light and Fuel	0	4	1
Miscellaneous	0	13	3
	£3	3	2

In converting these figures into their West Australian equivalent and omitting the item of rent, by the use of the appropriate index figures for the latest 12 month period, we would arrive at the following amounts for Western Australia :—

	£	s.	d.
Food	1	14	0
Clothing	0	14	5
Miscellaneous	0	16	11
	£3	5	4

As regards the item of food, after due consideration I decided it ought to be fixed for the present at the higher amount, namely, the equivalent of the Basic Wage Commission's finding, on the basis of a family of two children, because while it is always possible to make provision for

retrenchment and economy in the matter of clothing and miscellaneous, this is not equally true of the food contents of any family regimen. The food element of the family budget is the most essential, and the most important in view of the future of the race and the necessity of building up children physically while in their years of growth. I have, therefore, decided that after viewing all sides of the question that the following would fairly represent the Basic Wage to be paid to the unskilled worker which industry in Western Australia could carry at the present time without any appreciable increase in the cost of living to the worker, and without inflicting any great hardship on the employer or general community, namely :—

	£	s.	d.
Food	1	16	0
Rent	1	0	0
Clothing	0	13	6
Miscellaneous	0	15	6
	£4	5	0

As regards the item of rent, this was fixed independently of any Commonwealth Index figures or comparison with the Eastern States. The Court had the opportunity of reading the evidence from land agents and personally inspecting houses, and leaving aside the question as to whether the basis should be a 4 or 5-roomed house (for after all many 4-roomed houses, properly constructed, are better than many 5-roomed houses for the average family), I considered that £1 0s. 0d. per week was the proper allowance to be given for rent.

Here I desire to interpose a word or two with regard to the use of index figures. One must be very careful with these, else it seems to me one's fingers may get burned, or to vary the metaphor, one may be led into a tragedy. These index numbers are primarily fixed with the object of ascertaining the purchasing power of the same amount of money at different times and in different places, a number varied from quarter to quarter. If one were to take the index numbers for the last quarter a different result would be obtained from taking the index number for say, the previous six months or nine months, or striking an average for the year. It is also a well known fact that in one quarter of the year there is a constant variation of the index number with regard to the cost of food. Again a different result is obtained if we take the general index numbers corresponding with the total basic wage to what would be obtained if we take the index numbers or coefficients corresponding with the various constituents comprising the Basic Wage. So far as the fixing of this Basic Wage is concerned in view of the fact that rent has been taken as a separate item, and the food and groceries item has been made to agree with the Basic Wage Commission's finding, it was essential that the other items should be taken according to their appropriate index numbers. Mr. Sutcliffe stated that, in his opinion, it would be a better course to take the general index number for all articles combined, namely, food, housing, clothing and miscellaneous. But as I am at present of opinion (though I am still open to conviction to think otherwise) it seems to me that this would partake of the nature of attempting to mix one large solid body, which is practically insoluble, with a number of liquid bodies. One can juggle with constituents of food and change one's regimen ; one can juggle with items of clothing and alter one's apparel (and as regards food the index figure has been arrived at after consideration of the consumption in normal and average quantities of some 46 different items), but when it comes to the question of rent, no such capacity for altering exists. One is here faced with one large item, one hard incontrovertible fact, that it seems to me it is better fixed apart from the remainder.

The above figures are of course, like all figures similarly arrived at, approximate, and will be subject to review in all respects when the Court is again considering the Basic Wage. Its division of the wage into its constituent parts is also of course a matter of opinion, and of making as close an approximation as possible.

Adverting once more to the question of the average family, it seems to me to be a useless fiction to have kept before the worker all these years that there was provision in his wage for a family of three, when as far as I can see he never had any living wage declaration which provided at any time for any family other than that of his wife and two dependent children. The sooner this fiction is got rid of the better, and the greater the probability of some remedy being devised by Australian Governments to meet the requirements of those who endeavour to rear larger families under adverse economic conditions.

I desire to take this opportunity on behalf of the Court to place on record our obligations to Mr. Sutcliffe of the Commonwealth Bureau of Statistics, and Mr. Reid of the West Australian Government Actuary's Department, for their care and efficiency in the preparation of statistical tables and calculations.

It only remains to add that the Basic Wage for adult females has been fixed at 54% of the Basic Wage for adult males, that being the proportion most generally used throughout Australia.

Mr. SOMERVILLE : Section 121 of the Act provides that the Court shall declare " a basic wage to be paid to male and female workers." The section also provides that " the expression basic wage means a sum sufficient to enable the average worker to whom it applies to live in reasonable comfort, having regard to any domestic obligations to which such average worker would be ordinarily subject."

Early in the inquiry it was determined that the basic wage to be fixed would be " the lowest wage which may be paid to any unskilled male adult worker other than an aged and infirm worker within the metropolitan area." It was also decided that we would construe the term " average worker " as used in the section to mean an adult unskilled male married worker.

The first point to be decided therefore is what are the domestic obligations of the average worker, in other words, how many children as well as husband and wife has the basic wage, to be awarded, to provide for.

After spending many hours in the most careful examination of all the statistics we have before us, and God knows they were plenty, I am satisfied that the figures available do not enable anyone to say definitely what is the number of dependent children who have to be supported by the wage of the average unskilled male married worker. The most satisfactory are those relied upon by Judge Higgins in the Meat Industry case, which disclosed that in 104 family budgets collected by the Commonwealth Statistician from families having an income of £3 the average number of children under 14 was 2·24. In families with incomes up to and

over £4 per week, the number was 2·18. This reduction illustrates, even in this small range, the rule that as the income increases the number of children decreases. Mr. Justice Higgins remarked "If we are to be so meticulous as is urged, we must take into the estimate of a basic wage 2·24 children, and if we are to provide for the finding of ·24 or one quarter of a child, may we not as well provide for the child's other three quarters." Statistics should not be allowed to decide the matter. To me the most important fact is that three children is the minimum to allow for anything beyond the bare reproduction of the parents. A wage which does not provide for three children should not be tolerated in a sparsely populated country such as this. We as a community are prepared to mortgage our resources to the extent of millions of pounds to bring in immigrants, and every one agress that an Australian baby is the best immigrant. We cannot be guided absolutely by statistics. Every man has not three children, neither has every man a wife, but every man who marries requires a whole wife of his own. If we award a wage by statistics, then we should fix it at a figure which would support only a decimal fraction of a wife, to be exact, ·49. This would not be satisfactory, so we should refuse to have what might be called a bigoted regard for statistics and award to each man enough to keep a whole wife.

Mr. Justice Higgins and Mr. President Brown have both dwelt upon the very grave results which may follow the decision upon this point.

The standard upon which the Court's decisions have been based, namely three children, was first fixed 19 years since, and it is quite probable that over that period the fact that wages were based upon three children has acted as a powerful force, limiting the average family to that figure or less. It is a fact as shown by the Commonwealth Statisticians' returns that the average number of children in all families has been decreasing. If this decrease is due in any degree to the fact that three is the number accepted by Industrial Courts then we have here the possibility of establishing a truly vicious circle. First wages are fixed upon the requirements of a family of three. This standard operating over a number of years causes a fall in the average Australian family to a number less than three. Because the family is less than three the Courts may be asked to reduce the basic wage to suit the requirements of a family of one. If they are governed entirely by statistics they will reduce the basic wage accordingly, and so on to extinction. This is not a merely fanciful picture, but a very real and grave possibility. Many years since I was very much astonished to hear from a hefty friend of mine who was on the basic wage this demand "Who gave the Arbitration Court authority to limit my family to three children"? At first I was indignant but very little thought was necessary for me to realise that his demand for the authority was well founded.

The census returns show that the average dependent children under 14 per wage earner's household for the Metropolitan area was 1·55. I think it would be entirely wrong to accept 14 as the age at which a child ceases to be a charge upon the parents' earnings. This point is of great importance and seems, so far as I can gather, to have been overlooked by previous investigators. There are a large number of parents who desire to give their children a better education than they themselves had. Leave this worthy aspiration out of account and consider that at 14 a child goes out into the world to earn its own living. If he or she becomes an apprentice, then the wages are such that even in the most skilled trades it is at least three years before his wages make him self-supporting, and a boy who has only attained the 6th educational standard is handicapped in any of these trades, so that if he remains at school until 15 he will be 18 before he ceases to be a partial charge upon the father's wage. A girl who on leaving school enters a clothing factory as an apprentice starts at 12/6 per week, and will be 18 before she gets 32/6d. The Factories Act will not permit her to start under 15. If she starts in a shop she is 18 and over before she gets 27/–, so that a child leaving school as soon as the law allows and entering any calling will be on a conservative estimate 17 before he or she ceases to be at least a partial charge upon the father's earnings. So that the family responsibilities of the average worker is not represented by 1·55 children, nor are those responsibilities adequately represented by another ·5 of a child.

Of course, if we were in some primitive society where a child of 14 could be engaged as a shepherd and be clad in skins and fed on grains, meat and milk, such a child would be self-supporting, or even a source of gain to the parent. But we are not in such a society, and this Court in fixing the family responsibility of the basic wage earner must take cognisance of the fact that children remain a partial charge until at least 17. One of the astonishing features of Mr. Justice Heydon's judgment is that he seems to take it beyond argument that as soon as a child of 14 gets a job he or she becomes entirely self-supporting. He even finds it necessary to state that he does not think that the excess wages of a child should be set off against the parent's wage.

The Federal Court and all the State Courts except New South Wales have, since the inception of Compulsory Arbitration, been fixing wages upon the basis of a family of three. This fact was well-known to Parliament when it last year passed the Act under which we are now working. No sign was given that it in any way disapproved of that standard or desired it changed, and consequently it is wrong for the Court without very good and urgent reason to depart from a fundamental accepted by so many competent tribunals over such a long period.

I do not agree with the reduction in the family allowed for from three children to two.

With regard to the other elements of the Basic Wage, I could give a mass of figures and analysis showing how the various stages have been fixed and my opinion of them all, but I have come to the conclusion that they would only be followed by those directly concerned and would be of no general interest. The elements which make up the decision have been announced by His Honour, and the parties can in future applications direct their attention to any one or all of them.

Section 77 makes a majority decision necessary or there is none, and consequently I agree that £4 5s. should be the Basic Wage for males and £2 5s. 11d. for female workers in accordance with Section 121 of the Act.

The figures announced are 7/6 in advance of the Harvester Standard brought up to March of this year and 4/6 in advance of the Harvester augmented by the 3/– allowance for lag which the Federal Court have allowed. In other words, an award of even date arrived at by the methods usually adopted by the Federal Court would be £4 0s. 6d.

With regard to the female basic wage, I desire to draw attention to the definition. From my experience it will be difficult to find a wholly unskilled adult female worker. To prevent misunderstanding two things should be remembered. First, that this determination does not affect existing awards or agreements until the Court so order, and, secondly, that if the award or agreement provides any payment for skill that payment continues notwithstanding this award.

During the hearing Mr. Barker produced evidence as to the increase in the productivity of the State. Mr. Sutcliffe also gave us much evidence of interest, but none of it is reflected in this decision. The claim of the worker that he should share in the constantly growing mass of the world's good things is at present in the stage that his claim for a family wage was a few years since—a subject of joking and banter. I hope that before long the task of assessing the worker's just share in the wealth he helps to create will be as familiar a portion of the Court's duty as assessing what it costs to feed him, now is. At present there does not exist the data necessary to find out what is the total production by the people of Western Australia by many millions of pounds. The national dividend is unknown. Until it is known no one can say what portion of it belongs in justice to the workers. It should be the task of the workers to so use their political influence that the collection of the necessary data begins as quickly as possible. The fact that this Court has made a beginning in investigating the matter puts it in accord with up to date economic thought.

The most satisfactory feature of this determination from the workers' point of view is that by the total wage and also by the elements making up that wage, the Harvester standard is held to be insufficient. The Harvester decision, surely the most discussed and analysed of all decisions, was, there is no doubt, a conscientious effort to make the best use of the materials available, but the Judge who made the decision and every competent investigator who has examined it since, has declared it to have been made on wholly insufficient data. Notwithstanding this, it has persisted for nearly 20 years an insurmountable barrier blocking the way to any betterment in the workers' standard.

The investigation which we have been able to make in the very short time which Parliament allowed, though nothing like what the importance of the task warranted, has shown that the Harvester standard is not a proper one to follow. The parties have the elements and the total wage before them and twelve months in which to collect material to prove that any or all of them are wrong.

MR. BLOXSOME: In considering the question of a basic wage in the State of Western Australia, it is, I think, clear that this Court should be mainly guided by the basic rates fixed in other States. There are two good reasons why this should be so, one because all our secondary industries are carried on in competition with the Eastern States, and the other because the whole question of the relation between the basic wage and the cost of living has been most exhaustively examined in two of the States, namely, New South Wales and South Australia. There is also a basic wage in force in Queensland, but as that was fixed by an Act of Parliament, introduced and passed by a Labour government without rhyme or reason, it must be discarded.

The New South Wales basic wage is £4 4s. 0d. per week at the present time, and South Australia has fixed the rate at £4 5s. 6d., but in making use of these figures for the purpose of ascertaining the equivalent wage in Perth, it must be borne in mind that the New South Wales rate purports to provide for a family of two children, whilst South Australia fixes the family at three children.

It is evident that an average of three children per family does not exist, the actual average being less than two, and as the Arbitration Act imposes on this Court the duty of fixing a basic wage in accordance with the average number of dependants of the average worker, it would be illogical and indefensible to force employers to pay for the upkeep of children which do not in fact exist.

After very thorough investigation the Board in New South Wales has concluded that a wage of £4 4s. 0d. per week is fair and reasonable for an unskilled worker, and taking the latest index figure, that is for the quarter ending March 31st last, £4 4s. 0d. is less than the Federal Court would have awarded under its system of the Harvester base, plus 3s. per week, and that base would give a wage for Perth of £4 1s. 3d.

New South Wales can be said to be a prosperous State where many secondary industries are flourishing and expanding, and if the equivalent of the £4 4s. 0d. was paid as a basic wage for this State it could not be said that the workers would be badly treated. To find the equivalent in Perth of £4 4s. 0d. in Sydney, three different tables prepared by the Commonwealth Statistician may be properly used. The first is a table compiled on the cost of food and groceries and the rent of 4 and 5-roomed houses, and this table on the index figure for the quarter ending March last gives £3 18s. 3d. in Perth as the equivalent of £4 4s. 0d. in Sydney.

The second is the table compiled on the cost of food and groceries, rent of all houses, together with cost of clothing and miscellaneous expenditure. The latest index figure published in this table is for the quarter ending September, 1925, and using that index, £4 0s. 2d. in Perth is the equivalent of £4 4s. 0d. in Sydney.

The third is the table which has always been used by the Federal Court in ascertaining the variations in the purchasing power of money, and is compiled on the cost of food and groceries, and the average rent of all houses, and using the index figure in this table for the quarter ending March last, £3 14s. 11d. in Perth is the equivalent of £4 4s. 0d. in Sydney.

As already mentioned, South Australia purports in its basic wage to provide for the non-existent family of three children, and has fixed £4 5s. 6d. The equivalent of this in Perth, calculated on the three systems already explained, would by the first table give £4 4s. 0d., by the second £4 0s. 4d. and by the third £4 0s. 0d. It is therefore clear that the £4 5s. 0d. per week, fixed by this Court as a basic wage on the two children basis, is considerably in excess of the equivalent of the New South Wales basic rate, and is even in excess of the South Australian rate when an extra child is provided for.

During the inquiry conducted by this Court I have not heard any good reason advanced why the wages in Perth should be increased. The Court had divided the £4 5s. 0d. so as to provide £1 16s. 0d. for food, £1 0s. 0d. for rent, 13s. 6d. for clothing, and 15s. 6d. for miscellaneous expenditure. On only one of these can expenditure be ascertained, and that is rent, and the £1 allowed is in excess of the average rent as ascertained by the Statistician.

I am firmly of the opinion that Western Australia cannot prosper and thrive on a wage in excess of the equivalent of that paid in other States, and although I have signed the declaration forwarded by this Court to the Minister, I have done so as a compromise, as I consider the amount should have been £4 1s. 0d., and not £4 5s. 0d., as the latter amount is not warranted on the evidence produced at the inquiry and will, I am afraid, have at least a deterrent effect on the expansion of industry, and may cause that pernicious evil —unemployment.

INDUSTRIAL DISPUTE.

Reference No. 4 of 1926.

The United Metropolitan Timberyards, Sawmills, and Woodworkers Employees' Union of Workers, Applicant,

v.

The Timber Merchants' Association of W.A., Respondent.

The Court, consisting of Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome, commenced the hearing of this case on the 24th June, 1926.

On the 30th June the hearing had not been concluded.

APPRENTICESHIP REGULATIONS.

On the 1st May, 1926, the Court issued copies of draft Apprenticeship Regulations to all parties likely to be affected thereby, and fixed the 24th May, 1926, as the date on which they would be discussed.

Representatives of the Commissioner of Railways and various Employers' and Workers' Industrial Associations and Unions attended on the date fixed, and the proposed Regulations were fully discussed.

The various suggestions and proposals made are still under consideration by the Court.

APPRENTICESHIP BOARD—BUILDING TRADE.

On the 7th April, 1926, representatives from the Master Builders and Contractors' Association, the W.A. Employers' Federation, and various unions of workers appeared before the Court, at its invitation, to consider the question of the particular trades to be included in the definition of the term "Building Trade" for the purpose of Section 125 of "The Industrial Arbitration Act, 1912-1925."

As a result of this meeting the Court framed the following regulation, which it is proposed in due course to incorporate in the Apprenticeship Regulations:—

The term "Building Trade," as used in Section 125 of the Act, shall mean the following trades, callings, or avocations, namely:—

(a) Bricklaying (including tuck-pointing).

(b) Stonemasonry (including all forms of stone cutting and fixing and monumental masonry).

(c) Plastering (including modelling but excluding cement and plaster sheet making, and the making of cement tubs, baths, and cisterns).

(d) Carpentry.

BOARDS OF REFERENCE.

On the 12th April, 1926, the following Board of Reference was appointed by the Court acting under the powers conferred upon it by "The Industrial Arbitration Act, 1912-1925":—Messrs. Francis Edward Walsh, Registrar of Industrial Unions (Chairman); John William Hugall; Sinclair James McGibbon; Victor Ulrich, and James William Burgess, to inquire into and determine the following matters and things being amendments proposed by the Australian Clerical Association Industrial Union of Workers, West Australian Coastal Districts Branch, to Industrial Agreement No. 32/1924:—

1. *Hours.*—Clause 4. 38 hours shall constitute a week's work, and shall be worked between the hours of 9 a.m. and 5 p.m. on Mondays to Fridays inclusive and from 9 p.m. to 12 noon on Saturdays.

2. *Overtime.*—Clause 5. All time worked in excess of 38 hours in any one week or any time worked before or after the hours named above shall be deemed to be overtime and paid for at the rate of time and a-half, provided that all time worked on Sundays shall be paid for at the rate of double time. All time worked on specified holidays shall be paid for at the rate of ordinary time in addition to the weekly wage.

3. *Tea Money.*—2s. to be substituted for 1s. 6d.

4. *Holidays.*—A holiday of two consecutive weeks on full pay shall be granted to each employee on completion of each year of service, provided that where it was customary on the 1st day of July, 1920, in any establishment to grant more than two weeks' holiday per annum, such custom shall be continued. An employee not completing one year's service shall be granted pay in lieu of holiday in proportion to the length of his or her service.

5. *New Clause.*—Preference of employment shall be given to financial members of the Australian Clerical Association.

On the 1st day of April, 1926, Mr. George Tuthill Wood resigned the Chairmanship of the Board of Reference appointed to deal with the dispute between the Commissioner of Railways and the W.A. Amalgamated Society of Railway Employees' Industrial Union of Workers in connection with the handling and/or conveyance of loose sulphur.

On the 20th April, 1926, the Court appointed Mr. Francis Edward Walsh to fill the vacancy.

On the 28th April the Court appointed Messrs. Evan Thomas and William Arthur Kell as additional members of the Board. The Board is now constituted as follows:—

Messrs. Francis Edward Walsh (Chairman), John Joseph Elliott, James Wakeling, Evan Thomas, and William Arthur Kell.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

In the matter of Section 87 of "The Industrial Arbitration Act, 1912-1925," and in the matter of an application for the appointment of a Board of Reference.

Decision of the Board of Reference pursuant to the order of the Court made the 17th day of March, 1926, and of the further order made the 24th day of March 1926.

Present: Mr. W. H. Melvin, Chairman.
Mr. Evan Thomas.
Mr. G. Peters
Mr. J. J. Kenneally.
Mr. H. Loftus.

The Board was asked to decide whether the Firemen should couple and uncouple locomotives at Fremantle Passenger Station.

After perusing the documentary evidence submitted and hearing the representations made by the parties representing the Commissioner and the Union I am satisfied that the Fremantle Passenger Station is practically the only station in the State where coupling and uncoupling is done by the Firemen, and is certainly the only station of any size where such practice is in force.

I am also satisfied that the work performed by the firemen during the run from Perth to Fremantle and the duties required to be performed by them while the engine is stationary at Fremantle are not less strenuous and onerous than the work done by firemen on any other run or at other terminal stations.

I can see no reason why any exception to the usual rule should be made in the case of the coupling and uncoupling of locomotives at the Fremantle Passenger Station, and therefore find that this should not be done by the firemen.

(Sgd.) W. H. MELVIN.
JAS. J. KENNEALLY.
H. S. LOFTUS.

12th April, 1926.

INDUSTRIAL BOARDS AND BOARDS OF REFERENCE—REGULATIONS GOVERNING.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

Monday, 17th May, 1926.

Dwyer, J. (President).
W. Somerville, Esq.
O. L. Bloxsome, Esq.

The PRESIDENT: I have to make an announcement to the Board which has been appointed to deal with the sulphur loading, that is, a Board of Reference appointed under section 87 of the Act. As you are aware, we have been engaged for some time in drafting regulations to the Act, and in particular dealing with those parts of the Act which are new. Boards of Reference and Industrial Boards, of course, are quite new. So far as the members of this Board are concerned these two regulations apply to them. They have not yet been formally gazetted, but are passed with the unanimous approval of the members of the Bench:

(1.) The Board shall hold its deliberations in private unless the majority of the representatives of the parties or the Chairman otherwise decides.

(2.) The decision of the Board shall be the decision of the majority of the members, and shall be signed by the Chairman and forwarded to the Clerk of the Court, who shall forthwith notify the parties.

That is, of course, unless an order of the Court otherwise prescribes.

It has occurred to me, however, that while setting forth these two regulations in their bare form it might also be well to explain some of the reasons that, at any rate so far as I am concerned, have led us to think this is a proper course to be pursued. As the method to be followed by the Board of Reference appointed under section 87 of the Act is a matter of considerable importance, I have decided to set forth for your guidance certain matters.

There are two points on which instruction is required to be given, one is whether the Board should hold its deliberations in public or in private, and the other is in what manner the determination or decision of the Board should be conveyed to the Court and the parties.

With regard to the first, it may be advisable to consider the general principles which obtain with regard to Courts and Boards. With regard to Courts it has been decided definitely that there is an inherent right in every court to hold its deliberations in private where the interests of justice require such, or where the holding of its deliberation in public would prevent the object being attained for which the action is instituted or for other reasons such as public morality and in such cases as guardianship of infants, etc. These principles were laid down in the case of *Scott v. Scott*, reported in Law Reports 1913 A.C., 457, and in the more recent case of *R. v. Lewis ex parte Doyle*, reported in Law Reports 1917, 2 K.B., 254. The latter case contained a reference to all previous authorities on the matter and laid down the principles above set forth.

Now, as regards Boards in general, including even such public bodies as Town Councils, the position is that apart from any statutory provision to the contrary, the public may be excluded from the deliberations of these bodies whether sitting as a full Board or in committee. This is made clear by the decision in the case of *Mayor, etc., of Tenby v. Mason*, reported in Law Reports, 1908, 1 Ch., 457. This is a decision of the Court of Appeal, and the following extract from the judgment of Lord Justice Buckley shows how the law stands:—

"In the case of a proceeding before a Court of Justice . . . it is in this country a first principle that the proceedings shall be public. Any member of the public has a right to come into a court. But the court has power to forbid him entrance, and may say, 'Notwithstanding that you, as a member of the public have that right, the court has a higher right, the right to take away that which otherwise would be your right.' The right is exercised by the court in the interest of the public itself . . . It seems to me that this meeting of the council of the borough was not a public meeting . . . It was not a court; it was not a public place; the meeting was not a public meeting. . . . Where there is a governing body, a deliberative body, which is to control the interests and affairs of a large body of constituents, is there *prima facie* any right in a constituent to say, 'I will be present at the deliberations of the deliberative body'—I think not."

Subsequently legislation was passed giving the public the right to be present at these meetings except at committee meetings, which are still held in private. The distinction, therefore, between courts and public bodies such as boards may be stated as follows:—

So far as Courts of Justice exercising the functions of a court are concerned *prima facie* proceedings are open to the public; so far as Boards are concerned *prima facie* the public have no right to be present at their proceedings unless such right is expressly given by legislation. Now we have to contrast the principles above set forth with those embodied in the legislation dealing with Industrial Arbitration as contained in the Acts dealing with that subject matter.

The Industrial Arbitration Court is a court in the fullest sense of the word corresponding with the Supreme Court and its branches; but the Legislature, for reasons that are obvious in view of the peculiar nature of the Arbitration Court, and the work it was contemplated that should be within its special sphere, has considerably modified the laws with regard to methods of hearing cases or receiving evidence. We find that section 69 of the Act specifically states, "That the court shall have power in any dispute or other matter before it to conduct its proceedings or any part thereof in private."

It will thus be seen that the Arbitration Court has powers conferred upon it by the Legislature exceeding in this respect the powers of other courts. This power has existed a long time, and is being exercised, and yet wonderful to relate until quite recently nobody had heard that the liberty of the subject, or the freedom of the people would be in any way in danger. The Act has, in addition to the establishment of a court, also created a number of subsidiary bodies which are not courts properly so called.

First of all we have Industrial Boards, which on remission from and subject to an appeal to the Arbitration Court may go so far as to make an award. By section 116, subsection (b), it is prescribed that an Industrial Board on remission to it of any industrial matter or dispute by the court whether for determination and award or for inquiry and report, may "conduct its proceedings in public." Here we have the Act giving an express power to the Board to conduct its proceedings in public, for which it may reasonably be inferred that in the ordinary case its proceedings would be conducted in private. Again, by section 145, subsection 4, the President is empowered to summon a compulsory conference, which may be held "partly or wholly in public or in private," at the discretion of the President. Again, by section 146, subsection 6, Industrial Commissioners appointed by the Minister may hold a conference "partly or wholly in public or in private" at the discretion of the Commissioners.

Now, when we come to section 87 dealing with Boards of Reference, we find the Act is silent as to whether they are to sit in public or in private. A Board of Reference is not the Arbitration Court nor is it a court. It has no power to impose penalties or damages or award costs. It has as yet no power to compel the attendance of witnesses or the discovery or production of documents. It consists of an equal number of representatives of both parties and a Chairman appointed by the court from amongst persons in the community whom the parties may rely upon so far as possible to give an unbiassed decision. These boards are intended to function usually whilst an award is in operation and when some matters crop up between the parties which can be easily and expeditiously settled. In their case the Act has not, as in the case of Industrial Boards, conferred by express words the right to sit in public. *Prima facie*, therefore, these boards conduct their proceedings in private, though if the members of a board consider that the interests of justice require it they could by resolution resolve to throw open their proceedings to the public, including the Press, but such occasions will in the nature of things be of very rare occurrence.

The next point that arises in this connection is as to how the decision of the board is to be conveyed to the court and the parties. The Act, in dealing with Industrial Boards, which are of a superior character and endowed with much greater powers than Boards of Reference, prescribes as follows by section 85:—

> "The award of a Board shall be signed by the Chairman and forwarded to the Clerk to the Court, who shall forthwith publish the same in the *Gazette* and notify the parties."

The publication in the *Gazette* is not prescribed in the case of a Board of Reference. The Act, therefore, in dealing with Industrial Boards contemplated a finding and the forwarding of that finding by the chairman to the court. This seems to be the best procedure to be followed by Boards of Reference. At any rate so far as the Court of Arbitration is concerned, it is the finding of the board which matters and what transpires at the conferences, the disputes, the arguments, the bickerings, perhaps, had much better in the interests of industrial peace remain decently interred there.

But dealing further with this question of the decision of the board, it must be noted that these boards are not limited as to the number of members constituting them except in so far as the court may place some limitation, and as they may consist of any equal number of representatives of employers and workers with the chairman, if we are to have in addition to the decision of the board under the hand of the chairman, statements or declarations from each member of the board (because it may very well be that each member of the board would avail himself of the right to state separately his own reasons), the publication of all these reasons, including the decision of the board, would lead to nothing but confusion. In many instances it would have the undesirable character, namely, to bring into the full glare of the public eye facts and circumstances in relation to these disputes, which in the interests of industrial peace are much better settled and finally left behind in the chambers in which the board meets and covered over with a friendly veil of forgetfulness.

I hold that these Boards of Reference are intended to fill the function of family tribunals presided over by a friendly chairman and held in private.

I look forward to these Boards of Reference being of considerable use as auxiliaries to the Court of Arbitration in the maintenance of industrial peace, and as time goes on that the court will be enabled to avail itself of their assistance to a greater extent than at present. If we take away from them their character of family tribunals where employer and employee may meet at the same table and discuss openly and without reservation or restriction their troubles, we weaken them as an aid to the court. My long experience as a legal practitioner prior to my acceptance of this position, and the knowledge and experience gained during my short period as President of this court, have led me to believe that a great deal can be accomplished by these conferences in private, which it is impossible to attain in the full dress proceedings, the court atmosphere, and the attendant publicity associated with the open court. A careful perusal of the Act confirms the opinion that such was also the intention of the Legislature.

Unless and until the Legislature by express enactment declares otherwise, the foregoing will continue to be the practice of this court as regards Board of Reference. As to Industrial Boards, these have larger and more

important functions to perform and, of course, the instructions here laid down are not necessarily applicable to them.

Mr. SOMERVILLE: I agree with the directions as expressed by His Honour. I believe the matter is approached from the standpoint of what the Act provides and also from the standpoint of what is expedient and likely to give the best results, and that the directions which he has announced are the best to follow.

Mr. BLOXSOME: I disagree with the directions given by the President as to the procedure to be followed by Boards of Reference. The Arbitration Act has created Boards of Reference which are in fact what might be called miniature courts, which must adjudicate on the points submitted to them, and their determinations are binding on the parties before them. Therefore, such Boards of Reference are not analogous in any way to conferences where parties may discuss all the phases of a disputed matter without necessarily arriving at a decision, and it is right, just, and proper that such conferences should be held in private and without prejudice.

In the majority of cases Boards of Reference will be asked to decide points of little interest to the general public, but it is always possible that the point or points to be decided may be of general public interest, and therefore the public and the Press should be allowed to be present and hear the arguments advanced by the contending parties. I also think that any member of a Board of Reference should have the right to deliver a dissenting judgment, and should not be placed in the position of allowing the public to suppose that he is in favour of a decision with which he may totally disagree.

I am therefore of the opinion that the proceedings before a Board of Reference should be open to the public and Press unless the members of any particular board decide that in the best interest of all concerned, it would be advisable to conduct their proceedings in private.

I am also of the opinion that any member of a Board of Reference should have the right to deliver a dissenting judgment, and that the Press should have the right to publish anything connected with the proceedings it may think fit, and to comment on any finding of a board or dissenting judgment.

INDUSTRIAL ARBITRATION ACT, 1912-1925.

REGULATIONS.

Industrial Boards and Boards of Reference.

(Gazetted on 18th June, 1926.)

(1) The fee payable to the Chairman of an Industrial Board or Board of Reference for the time occupied by him in presiding at meetings of the Board shall be at the rate of twelve shillings per hour, with a minimum of £1 10s. for each meeting at which he shall preside.

(2) The fee payable to every other member of an Industrial Board or Board of Reference for the time occupied by him in attendance at meetings of the Board shall be at the rate of four shillings per hour, with a minimum of ten shillings for each meeting at which such member shall attend.

(3) First-class return fares shall be allowed to the Chairman or any other member of an Industrial Board or Board of Reference obliged to travel by railway, ship, or coach from his residence in order to attend a meeting of the Board (railway fares to include sleeping berths where necessary.)

(4) The Chairman and any other member of an Industrial Board or Board of Reference who attends a meeting of the Board held at a place distant not less than twenty miles from his place of residence shall be paid for the time actually and necessarily absent from such place of residence through such attendance, in accordance with the Public Service Regulations, with a minimum of—

(a) In the case of the Chairman, at the rate of £1 2s. 6d. per day;

(b) In the case of any other member, at the rate of 15s. per day.

Amendments of Awards.

ENGINE-DRIVERS AND FIREMEN (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 89 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, the Minister for Agriculture, and the Colonial Secretary and the Federated Engine-drivers' and Firemen's Industrial Association of Workers of Western Australia, and in the matter of an application by the above-named Association for the Court to amend the said Award.

UPON hearing the application of Mr. H. V. Symons on behalf of the applicant Association, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 7 of Award Nos. 29 and 38 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 22nd day of April, 1926.

By the Court,

[L.S.] WALTER DWYER, President.

The Schedule referred to.

ENGINE-DRIVERS AND FIREMEN.

AN Agreement made this sixteenth day of February, 1926, between the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, the Minister for Agriculture, and the Chief Secretary, of the one part, and the Federated Engine-drivers and Firemen's Industrial Association of Workers of Western Australia, of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 29/38 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say:

IT IS HEREBY AGREED BETWEEN THE PARTIES:

(The dates shown in parentheses are the dates from which it is agreed such alterations shall operate.)

Clause 1.—*Hours.*

It is hereby agreed between the parties hereto that 44 hours shall represent a week's work in lieu of 48 hours as prescribed by Clause 1 of the said award on the following conditions:—

(a) Such ordinary hours shall not exceed eight hours on the first five days of the week, and four hours ending noon on Saturdays. Provided

that employees shall, if required, work 7 shifts each of eight hours in the week. Sunday time to stand alone.

(b) The hours of labour shall include all time occupied in raising steam, banking fires, starting up or closing down of engines.

(2nd July, 1924.)

Clause 2.—*Overtime.*

Delete Subclause (a) and substitute in lieu thereof:—

"With the exception of employees working 7 shifts all time worked outside of, or in excess of the usual hours, shall be paid for the first four hours after the usual stopping time, time and a half, and thereafter double time. In the case of employees working 7 shifts the first four hours in excess of 44 in any one week shall be paid at ordinary rates, calculated on the rates prescribed in Clause 4 of the award, and thereafter at time and a half for the first four hours, and double time thereafter: Provided that employees called to start work within an hour and a half of the usual starting time shall be paid at the rate of time and a half until the usual starting time."

(26th September, 1924.)

Clause 3.—*Holidays.*

Delete Subclause (b) and substitute in lieu thereof:—

"Employees having less than one year's continuous service shall be entitled to holiday pay as follows: After one month's continuous service holidays in proportion as the length of service is to the full number of holidays for the twelve months."

(26th September, 1924.)

Clause 4.—*Wages.*

It is hereby agreed that the maximum rates of pay shall, in lieu of the rates prescribed by Clause 4 of the Award, be as follows:—

	Per week of 44 hours. s.	d.
(a) Locomotive driver on Harbour Works ..	107	4
(b) Engine-driver on pile driver (friction winch)	104	4
(c) All other stationary steam engine drivers whose work requires a second class certificate	104	4
(d) All other stationary steam engine drivers whose work requires a third class certificate	95	4
(e) Engine-driver on producer gas engine ..	101	4
(f) Electric pump attendant, Attadale	98	4
(g) Electric pump attendants, Subiaco and Osborne	92	4
(h) Locomotive firemen, Harbour Works (present duties to continue)	92	4
(i) Firemen (shore stationary engines) ..	89	4
(j) Driver on Priestman Grab (the employers to provide a week's work)	101	4
(k) Steam crane drivers—		
25 tons and over	101	4
Under 25 tons	95	4

(l) Workers at Wooroloo shall be entitled to 6d. per day extra.

(1st October, 1925.)

It is also agreed—

(a) that the rate of pay is fixed on a weekly basis subject to the following conditions, namely: That if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) that notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage;

(c) paragraphs (a) and (b) are in conformity with existing practice, which will continue and be observed.

Casual Workers.

Add a new subclause to stand as 4 (b):—

"Casual workers shall be paid 10 per cent. over the usual rate in this Award for the employees' occupation. A casual worker is one for whom work, over a period of twelve consecutive days, not counting holidays, is not provided by the employer."

(26th September, 1924.)

Arbitration Court Determination.

Add a new subclause to stand as 4 (c):—

"It is further agreed:—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this agreement shall be automatically adjusted in accordance with such declaration."

Clause 5.—*Miscellaneous.*

Add a new subclause to stand as (8):—

"When an employee is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address the day after by registered post at the employer's risk."

(From date agreement is signed.)

Preference of Employment.

Add the following new clause to stand as Clause 9:—

"Preference of employment in respect of tasks for which rates of wages are specified in the Award shall be given to members of the Federated Engine Drivers and Firemen's Association of Workers of Western Australia."

(From date agreement is signed.)

Right of Entry to Works.

Add a new clause to stand as Clause 10:—

"On notifying the Officer in Charge any officer of the Union authorised in writing by the President and Secretary of such Union shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the employees in such place or premises:

"Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The Officer in Charge shall determine whether employees are being hampered or hindered in their work."

(From date agreement is signed.)

Broken Shifts.

Add a new clause to stand as Clause 11:—

"Should any employee not be notified before leaving work that his services will not be required on the next day, he shall be paid for that day if he duly presents himself for work at the appointed time, unless he cannot be employed on account of cause beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two hours' pay."

(26th September, 1924.)

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the Union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th day of September, 1926.

Signed by the said Minister for Works.
ALEX. McCALLUM.
Witness: W. S. Andrew.

Signed by the said Minister for Water Supply, Sewerage, and Drainage.
ALEX. McCALLUM.
Witness: W. S. Andrew.

Signed by the said Minister for Agriculture.
M. F. TROY.
Witness: L. Jones.

Signed by the said Chief Secretary.
J. M. DREW.
Witness: G. Wilson.

Signed on behalf of the said Federated Engine Drivers and Firemen's Industrial Association of Workers of Western Australia.

G. A. BRADSHAW, President.
J. BREYDON, Secretary.

ENGINEERS (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 86 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers and the Minister for Works and the Minister for Water Supply, Sewerage, and Drainage, the Colonial Secretary, and the Minister for the North-West; and in the matter of an application by the above-named Association for the Court to amend the said Award.

UPON hearing the application of Mr. H. V. Symons on behalf of the applicant Association, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 9 of Award Nos. 22 and 31 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 22nd day of April, 1926.

By the Court,
[L.S.] WALTER DWYER,
President.

The Schedule referred to.

AMALGAMATED SOCIETY OF ENGINEERS (OTHER THAN GOLDFIELDS WATER SUPPLY PUMPING STATION ENGINEERS).

AN Agreement made this sixteenth day of February, 1926, between the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, the Chief Secretary, the Minister for Agriculture, the Minister for Trading Concerns (in his capacity as the Minister controlling the State Implement and Engineering Works), the Minister for Lands (other than in connection with the Sawmilling Industry), and the Minister for the North-West, of the one part, and the Coastal District Committee of the Amalgamated Society of Engineers, of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 22/31 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say:—

IT IS HEREBY AGREED BETWEEN THE PARTIES:

(The dates shown in parentheses are the dates from which it is agreed such variations shall operate.)

List of Respondents.

The following shall be added to the list of respondents set out in the Award:—

"The Minister for Agriculture, the Minister for Trading Concerns (in his capacity as the Minister controlling the State Implement and Engineering Works), the Minister for Lands (other than in connection with the Sawmilling Industry)."

(26th September, 1924.)

Clause 1. Hours.

Forty-four hours shall represent a week's work in lieu of 48 hours as prescribed by Clause 1 of the said Award on the following conditions: "Such ordinary working hours shall not exceed eight hours on the first five days of the week and four hours on Saturdays."

(2nd July, 1924.)

Clause 2. Overtime and Holidays.

Delete Clause 2 (a) and substitute in lieu thereof:—

"All time worked in excess of or outside the usual hours shall be paid at the rate of time and a-half for the first four hours after usual stopping time, and double time thereafter, provided that employees called to start work within an hour and a-half of the usual starting time shall be paid at time and a-half until the usual starting time."

(26th September, 1924.)

Delete Clause 2 (h) and substitute in lieu thereof:—

"All employees employed for a period of less than 12 months' continuous service shall receive holiday pay as follows:—After one month's continuous service holidays in proportion as the length of service is to the full number of holidays for the 12 months."

(26th September, 1924.)

Add a new Subclause to stand as (i):—

"Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken."

(26th September, 1924.)

Clause 4. Wages.

It is hereby agreed that the minimum rates of pay shall in lieu of the rates prescribed by Clause 4 of the Award be as follows:—

	Per week of 44 hours. £	s.	d.
Patternmaker	5	16	4
Blacksmith in Workshop	5	13	4
Blacksmith on or about Construction Work doing Field work	5	10	4
Coppersmith, Fitter, Turner, Brass-finisher, Universal Milling Machinist, Motor Mechanic, Electrical Fitter	5	7	4
Machinist other than driller or screwer	5	1	4
Driller	4	15	4
Screwer (worker on drilling machine who uses cutter bar to be rated as machinist other than driller or screwer)	4	9	4
Casting Dressers (Iron)	4	11	4
Electrical Wireman	5	1	4
Electrical Lineman	4	18	4
Wireman Fitter (Public Works Dept.)	5	4	4
Electrical Welder and Oxy Acetylene worker —1s. per day extra.			
Tradesman's Assistant	4	6	4
General Labourer	4	3	4

(1st October, 1925.)

Add a new Subclause to stand as 4 (a):—

"Foreman.—A foreman means an employee who is in charge of one or more leading hands, or who is directly responsible to the supervisor for preparing estimates of work or for the carrying out of work by other tradesmen.

Foremen shall be paid at least five shillings per day above the minimum rates provided for tradesmen in their respective trades."

(26th September, 1924.)

Add a new Subclause 4 (b) as follows:—

"It is also agreed—

(a) that the rate of pay is fixed on a weekly basis subject to the following condition, namely: That if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) that notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage.

(c) Paragraphs (a) and (b) are in conformity with existing practice which will continue and be observed."

(26th September, 1924.)

Add a new Subclause 4 (c):—

"Casual Employees.—A casual worker shall mean one for whom work over a period of twelve consecutive working days, not counting holidays, is not provided by the employer.

Casual workers shall be paid ten per cent. over the rate provided by the agreement or award for the particular worker's occupation."

(26th September, 1924.)

Add a new Subclause 4 (d) as follows:—

"Payment of Wages.—When an employee is discharged before the usual pay day, he shall be paid his wages when he ceases work or it shall be forwarded to his address the day after by registered post at the employer's risk."

(From date Agreement signed.)

Add a new Subclause 4 (e) as follows:—

"It is further agreed—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this agreement shall be automatically adjusted in accordance with such declaration."

Right of Entry to Works.

Add a new Clause to stand as Clause 13 as follows:—

"On notifying the Officer in Charge any officer of the union authorised in writing by the president and secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this Award are engaged for the purpose of conversing with or interviewing the employees in such place or premises:

Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer-in-charge shall determine whether employees are being hampered or hindered in their work."

(From date this Agreement is signed.)

Shop Stewards.

Add a new Clause to stand as Clause 14 as follows:—

"Subject to the recognition of properly constituted authority shop stewards to be appointed by the union shall be recognised by the management."

(From date this Agreement is signed.)

Higher Duties.

Add a new Clause to stand as Clause 15 as follows:—

"Higher Duties.—Any employee called upon to perform work carrying a higher minimum than his regular rate of pay, shall be paid such higher minimum for the time actually engaged upon such higher work; provided that acting time less than twenty minutes in any one shift shall not be counted."

(26th September, 1924.)

Broken Shifts.

Add a new Clause to stand as Clause 16 as follows:—

"Should any employee not be notified before leaving work that his services will not be required on the next day he shall be paid for that day if he

duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two hours' pay."

(26th September, 1924.)

Notice Boards.

Add a new Clause to stand as Clause 17 as follows:—

"A notice board shall be provided by the employer on all jobs where in the opinion of the officer-in-charge it is considered that notices are essential to meet the convenience of the union concerned."

(From date this Agreement is signed.)

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th day of September, 1926.

Signed by the said Minister for Works,

ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the said Minister for Water Supply, Sewerage, and Drainage,

ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the said Chief Secretary,

J. M. DREW.

Witness: G. Wilson.

Signed by the said Minister for Agriculture,

M. F. TROY.

Witness: L. Jones.

Signed by the said Minister for Trading Concerns,

ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the said Minister for Lands,

W. C. ANGWIN.

Witness: L. H. Jago.

Signed by the said Minister for the North-West,

J. M. DREW.

Witness: G. Wilson.

Signed on behalf of the said Coastal Districts Committee Amalgamated Society of Engineers' Industrial Association of Workers.

H. BALINSKI, President.

S. FAULL, Secretary.

Witness: H. V. Symons.

PAINTERS (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 91 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Coastal Painters and Paperhangers' Industrial Union of Workers (known as the Operative Painters and Decorators' Industrial Union of Workers, Perth), and the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, and the Minister for the North-West Department, and in the matter of an application by the above-named Union for the Court to amend the said Award.

UPON hearing the application of Mr. W. E. Broderick on behalf of the applicant Union, and by consent, and in pursuance of the powers contained in Section 90 of "the Industrial Arbitration Act, 1912-1925," and of Clause 3 of Award Nos. 24 and 35 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 22nd day of April, 1926.

By the Court,

[L.S.] WALTER DWYER, President.

The Schedule referred to.

THE OPERATIVE PAINTERS AND DECORATORS' INDUSTRIAL UNION OF WORKERS.

AN Agreement made the twenty-fourth day of February, 1926, between the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, Minister for the North-West, Minister for Trading Concerns (in his capacity as Minister controlling the State Implement and Engineering Works), the Chief Secretary, the Minister for Agriculture, and the Minister for Lands of the one part, and the Operative Painters and Decorators' Industrial Union of Workers of the other part:

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 24/35 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say:—

IT IS HEREBY AGREED BETWEEN THE PARTIES:

(The dates shown in parentheses are the dates from which it is agreed such variations shall operate.)

List of Respondents.

It is agreed that the following be added to the Respondents bound by the Award:—The Minister for Trading Concerns (in his capacity of Minister controlling the State Implement and Engineering Works), the Chief Secretary, the Minister for Agriculture, and the Minister for Lands.

(26th September, 1924.)

Clause 1. Scope.

The additional respondents as set out above to be added to Clause 1 of the Award.

Add a new Subclause to stand as Subclause 1 (a) as follows:—

"Definition of Painter.—A 'painter' shall mean any employee engaged in any manner whatsoever in connection with the painting of dwelling houses or other buildings of any nature, fences, bridges (whether constructed of iron or wood, or partly of iron and partly of wood), or in connection with

paper-hanging, decorating, graining, marbling, gilding, signwriting, glazing, glasscutting (except when done by a shopman, picture framer, or furniture maker), kalsomining, distempering, colourwashing, staining, varnishing, stripping off old paper, removing old paint or varnish, and to all employees engaged in any of the aforesaid branches of the trades upon any inside part or parts of any ship or vessel in connection therewith including (without limiting the ordinary meaning of the definition) the inside of all cabins, saloons, companions, smokerooms, lounges, social halls, skylights, pantries, bathrooms, lavatories, sculleries, butchering shops, cranes, gantries, lighthouses, bakehouses, engine rooms, from skylight down to first grating, and all new and repair work in same, and the preparing and getting up, painting and finishing all deckheads, deckhouses, and combings of same, lifebuoys, lifebelts, boxes, deckseats, deck-buckets, etc., navigating and flying bridges, wheelhouses, chart rooms, and all parts of any vessels which may be grained or varnished, ventilators, fidley casings, accommodation ladders, side screens, and lockers, and to all employees engaged in any one or more of the said branches in connection with boat names and badges, scroll work, gilding and signwriting upon any part of a vessel or ship, or any property belonging to or used in connection therewith, and painting of boats; and to all employees engaged in painting or performing any one or more of the said branches of work upon or in connection with all ferry and passenger boats, yachts, auxiliaries, skiffs, or other small craft, and the preparing and getting ready of all work connected with any of the abovenamed branches of the trade, and the preparation of materials required for any of the said branches of the trade."

(26th September, 1924.)

Clause 4. Hours.

Forty-four hours shall represent a week's work in lieu of 48 hours as prescribed by Clause 4 of the Award on the following condition:—Such ordinary working hours shall not exceed eight hours on the first five days of the week and four hours on Saturdays.

(2nd July, 1924.)

Clause 5. Rates of Pay.

The minimum rate of pay shall, in lieu of the rate prescribed by Clause 5 of the Award, be 107s. 4d. per week of 44 hours.

(1st October, 1925.)

It is hereby also agreed:—

(a) that the rate of pay is fixed on a weekly basis subject to the following condition, namely, that if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) that notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage.

(c) Paragraphs (a) and (b) are in conformity with existing practice, which will continue and be observed.

Add a new Subclause to stand as 5 (b):—

"All workers applying paint by spraying shall be paid 2½d. per hour extra. Provided that this clause shall not apply to a signwriter using a signwriter's spray."

(26th September, 1924.)

Add a new Subclause to stand as 5 (c):—

"Casual Worker.—'Casual worker' shall mean one for whom work over a period of twelve consecutive working days, not counting holidays, is not provided by the employer.

Casual workers shall be paid ten per cent. over the rate provided by the Agreement or Award for the particular worker's occupation."

(26th September, 1924.)

Add a new Subclause to stand as 5 (d):—

"Foreman.—A foreman means an employee who is in charge of one or more leading hands or who is directly responsible to the supervisor for preparing estimates of work or for the carrying out of work by other tradesmen.

Foremen shall be paid not less than five shillings per day above the minimum rates provided for tradesmen in the district in which they may be employed."

(26th September, 1924.)

Add a new Subclause to stand as 5 (e):—

"Court's Basic Wage Determination:

It is further agreed—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this Agreement shall be automatically adjusted in accordance with such declaration."

Clause 6. Overtime and Holidays.

Delete Subclause (a) and substitute in lieu thereof:—

"All time worked in excess of or outside the usual hours shall be paid at the rate of time and a half for the first four hours after the usual stopping time, and double time thereafter, provided that employees called to start work within an hour and a half of the usual starting time shall be paid at the rate of time and a half until the usual starting time."

(26th September, 1924.)

Delete Subclause (h) and substitute in lieu thereof:—

"All employees employed for a period of less than 12 months' continuous service shall receive holiday pay as follows: After one month's continuous service holidays in proportion as the length of service is to the full number of holidays for the twelve months."

Clause 7. Mode of Payment of Wages.

Add the following paragraph to stand as 7 (a):—

"When an employee is discharged before the usual pay day he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post at the employer's risk."

(From date Agreement is signed.)

Clause 10. Apprentices.

Add the following to the first Subclause:—

"No apprentice under 16 years of age shall be allowed in the painting branch of the painting trade."

(From date Agreement is signed.)

Add the following to Subclause IX., para. 4:—

"The Clerk of Courts on the receipt of such notice shall refer the matter for investigation and report to an Inspector under this Act, and upon receipt of such report the Clerk may in his discretion register or refuse to register the notice, and the Union or any party who may be thereby affected may appeal to the Court from such decision."

(From date Agreement is signed.)

Add the following words to Subclause (x):—

"Every apprentice shall be bound to attend such classes at the Technical School as are provided for his trade for a period of four hours in each week. Provided, however, that attendance at the Technical School shall not be compulsory when the apprentice is resident at any place outside a radius of 12 miles from Perth Town Hall. The fees for the classes shall be paid by the employer."

(From date Agreement is signed.)

Add the following to Subclause XIV.:—

"The term of apprenticeship may be extended upon the failure of an apprentice to pass any examination, but the examiners may recommend the cancellation of the apprenticeship on the failure of the apprentice to pass two consecutive examinations."

(From date Agreement is signed.)

Clause 11. *Swinging Scaffold.*

Insert after the word "swinging" the words "and overhanging."

(From date Agreement is signed.)

Clause 14. *Washing Hands.*

Add the following to stand as Subclause (b):—

"In all cases where painters are employed water and soap shall be provided for washing and hot water for lunches shall be provided in all shops by the employer.

No worker shall be permitted to have a meal in any paint shop or place where paint is stored or used."

Use of Lead Paint.

Add the following new Clause to stand as Clause 19:—

"Lead paint shall not be applied by a spray to the interior of any building."

(From date Agreement is signed.)

Rubbing Down.

Add a new Clause to stand as Clause 20:—

"From the date of this Agreement no surfaces painted with lead paint shall be rubbed down or scraped by dry process."

Piecework.

Add a new Clause to stand as Clause 21:—

"A worker employed on piecework shall be paid at least the minimum rate of pay."

(From date Agreement is signed.)

Preference of Employment.

Add a new Clause to stand as Clause 22:—

"Preference of employment shall be given to financial members of the Union, provided the Department is under no obligation to communicate with the Union office to ascertain whether a member is financial."

(From date Agreement is signed.)

Right of Entry to Works.

Add a new Clause to stand as Clause 23:—

"On notifying the Officer in Charge any officer of the Union authorised in writing by the president or secretary of such Union shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the employees in such place or premises:

Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer in charge shall determine whether employees are being hampered or hindered in their work."

(From date Agreement is signed.)

Notice Boards.

Add a new Clause to stand as Clause 24:—

"A notice board shall be provided by the employer on all jobs where in the opinion of the officer in charge it is considered essential for the convenience of the Union concerned to have a notice board."

(From date Agreement is signed.)

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the Union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th day of September, 1926.

Signed by the said Minister for Works,
ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the said Minister for Water Supply, Sewerage, and Drainage,
ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the Minister for the North-West,
J. M. DREW.

Witness: G. Wilson.

Signed by the said Minister for Trading Concerns,
ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed by the said Chief Secretary,
J. M. DREW.

Witness: G. Wilson.

Signed by the Minister for Agriculture,
M. F. TROY.

Witness: L. Jones.

Signed by the said Minister for Lands,
W. C. ANGWIN.

Witness: L. H. Jago.

Signed on behalf of the said The Operative Painters and Decorators' Industrial Union of Workers,

W. CONNELL,
President.

W. E. BRODERICK,
Secretary.

Witness: H. E. Carpenter.

ENGINEERS—WATER SUPPLY, SEWERAGE AND DRAINAGE (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 87 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers and the Minister for Water Supply, Sewerage, and Drainage, and in the matter of an application by the above-named Association for the Court to amend the said Award.

UPON hearing the application of Mr. H. V. Symons on behalf of the applicant Association, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 15 of Award Nos. 23 and 30 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 22nd day of April, 1926.

By the Court,

[L.S.] WALTER DWYER, President.

The Schedule referred to.

AMALGAMATED SOCIETY OF ENGINEERS.

Engineers on Mundaring-Kalgoorlie Pumping Stations.

AN Agreement made this twelfth day of March, 1926, between the Minister for Water Supply, Sewerage, and Drainage, of the one part, and the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers of the other part: Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 23/30 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say:—

IT IS HEREBY AGREED BETWEEN THE PARTIES:

(The dates shown in parentheses are the dates from which it is agreed such alterations shall operate.)

Clause 1.—Rates of Pay.

Delete Subclauses (a) and (b) and insert in lieu thereof:—

(a) The minimum rate of pay shall be 107s. 4d. per week for second engineers. Senior tradesmen at the Cunderdin Workshop shall be paid at the rate prescribed for a second engineer, plus 1s. per day, except when relieving

(b) Engineers in Charge shall be paid at the rate of £358 13s. 4d. per annum, including district allowance. (1st October, 1925.)

Clause 3.—Hours of Work.

Forty-four hours shall represent a week's work in lieu of 48 as prescribed by Clause 3 of the Award, on the following conditions:—

"Second Engineers shall be paid as for the total number of hours (equal to an average of eight hours per day from Mondays to Fridays inclusive, and four hours for Saturdays) constituting each pay period respectively, whether such time be actually worked or not." (2nd July, 1924.)

Clause 5.—Leave of Absence.

Delete Subclause (a) and substitute in lieu thereof:—

"(a) Engineers in Charge shall be granted 18 consecutive working days' leave with pay each year. All second engineers shall be entitled to 14 consecutive working days' leave with pay each year: Provided always that with the consent of the Superintendent holidays may be allowed to accumulate for two years should the employee so desire." (26th September, 1924.)

Term.

Such Agreement shall operate as from the date hereof until the 26th September, 1926.

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the Union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Signed by the said Minister for Water Supply, Sewerage, and Drainage.

ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed on behalf of the said Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers.

H. BALINSKI, President.

S. FAULL, Secretary.

Witness: H. V. Symons.

PLUMBERS (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 90 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, the Minister for Trading Concerns, the Colonial Secretary, the Minister controlling State Steamships, and the Minister for the North-West, and the Perth Plumbers' Union (now known as the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers), and in the matter of an application by the above-named Union for the Court to amend the said Award.

UPON hearing the application of Mr. P. J. Trainer on behalf of the applicant Union, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of

Clause 9 of Award No. 33 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 27th day of May, 1926.

By the Court,

[L.S.] WALTER DWYER,
President.

The Schedule referred to.

PLUMBERS AND SHEET METAL WORKERS.

AN Agreement made this sixth day of March, 1926, between the Minister for Works, Minister for Water Supply, Sewerage and Drainage, Minister for Trading Concerns (in his capacity as Administrator of the State Implement and Engineering Works), the Chief Secretary, The Minister controlling State Steamships, Minister for Lands, Minister for Agriculture, and the Minister for the North-West, of the one part, and The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 33 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say: IT IS HEREBY AGREED BETWEEN THE PARTIES:—

(The dates shown in parentheses are the dates from which it is agreed such variations shall operate.)

Ministers Bound by Award.

It is agreed that the following Ministers be added to those specified in the Award:—

"The Minister for Lands, and the Minister for Agriculture. The words 'in his capacity as Administrator of the State Implement and Engineering Works' are inserted after the words 'Minister for Trading Concerns' mentioned in the Award."

Clause 1. Scope of Award.

Add at the end of the Clause the words "in his capacity as Administrator of the State Implement and Engineering Works, the Minister for Lands and the Minister for Agriculture."

Clause 2. Hours.

44 hours shall represent a week's work in lieu of 48 hours as prescribed by Clause 2 of the said Award on the following condition: "Such ordinary working hours shall not exceed 8 hours on the first 5 days of the week and 4 hours on Saturdays."

(2nd July, 1924.)

Clause 3. Wages.

It is agreed that the minimum rate of pay shall, in lieu of the rate prescribed by Clause 3 (*a*) of the Award, be 107/4d. per week of 44 hours.

(1st October, 1925).

"It is also agreed—

(a) that the rate of pay is fixed on a weekly basis subject to the following condition, namely: That if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employees will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) that notwithstanding the rate of pay is fixed on a weekly basis there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage.

(c) Paragraphs (a) and (b) are in conformity with existing practice which will continue and be observed."

(26th September, 1924).

Add a new Sub-Clause to stand as 3 (d):—

"Casual Worker:—Casual worker shall mean one for whom work over a period of twelve consecutive working days, not counting holidays, is not provided by the employer. Casual workers shall be paid ten per cent. over the rate provided by the Agreement or Award for the particular worker's occupation."

(26th September, 1924.)

Add a new Subclause to stand as 3 (e):—

"Foreman.—A foreman means an employee who is in charge of one or more leading hands or who is directly responsible to the supervisor for preparing estimates of work or for carrying out of work by other tradesmen.

Foremen shall be paid not less than five shillings per day above the minimum rates provided for tradesmen in their respective trades, in the district in which they may be employed."

(26th September, 1924.)

Court's Basic Wage Determination.

Add a new Subclause to stand as 3 (f):—

"It is further agreed—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this agreement shall be automatically adjusted in accordance with such declaration."

Clause 4. Overtime and Holidays.

Delete Subclause (a) and substitute in lieu thereof:—

"All time worked in excess of or outside the usual hours shall be paid at the rate of time and a half for the first four hours after the usual stopping time, and double time thereafter, provided that employees called to start work within one hour and a half of the usual starting time shall be paid at the rate of time and a half until the usual starting time."

(26th September, 1924.)

Delete Subclause (h) and substitute in lieu thereof:—

"All employees employed for a period of less than twelve months' continuous service shall receive holiday pay as follows: After one month's continuous service holidays in proportion as the length of service is to the full number of holidays for the 12 months."

(26th September, 1924.)

Provision of Tickets.

Add a new Clause to stand as Clause 12:—

"Wherever practicable all workers employed at work outside the employer's place of business shall be provided with a ticket or warrant."

(From date Agreement is signed.)

Preference of Employment.

Add a new Clause to stand as Clause 13:—

"Preference of employment under this Award shall be given to members of the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers."

Piece Workers.

Add a new Clause to stand as Clause 14:—

"A worker employed on piece work shall be paid at least the minimum rate of pay prescribed in this Award."

(From date Agreement is signed.)

Right of Entry to Works.

Add a new Clause to stand as Clause 15 :—

"On notifying the Officer in Charge any officer of the union authorised in writing by the President and Secretary of such union shall have the right to enter any place or premises during ordinary working hours wherein members of such union covered by this Award are engaged, for the purpose of conversing with or interviewing the employees in such place or premises :

Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer in charge shall determine whether employees are being hampered or hindered in their work."

(From date this Agreement is signed)

Notice Boards.

Add a new Clause to stand as Clause 16, as follows :—

"A notice board shall be provided by the employer on all jobs where in the opinion of the officer in charge it is considered essential for the convenience of the union concerned to have a notice board."

(From date Agreement is signed.)

Broken Shifts.

Add a new Clause to stand as Clause 17 :—

"Should any employee not be notified before leaving work that his services will not be required on the next day he shall be paid for that day if he duly presents himself for work at the appointed time ; unless he cannot be employed on account of causes beyond the control of the management, in which case, he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two hours' pay."

(26th September, 1924.)

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th day of September, 1926.

Signed by the said Minister for Works,

ALEX McCALLUM.

Witness : W. S. Andrew.

Signed by the said Minister for Water Supply, Sewerage, and Drainage,

ALEX McCALLUM.

Witness : W. S. Andrew.

Signed by the said Minister for Trading Concerns,

ALEX McCALLUM.

Witness : W. S. Andrew.

Signed by the said Chief Secretary,

J. M. DREW.

Witness : G. Wilson.

Signed by the said Minister controlling State Steamships,

J. M. DREW.

Witness : G. Wilson.

Signed by the said Minister for Lands,

W. C. ANGWIN.

Witness : L. H. Jago.

Signed by the said Minister for Agriculture,

M. F. TROY.

Witness : W. Deans.

Signed by the said Minister for the North-West,

J. M. DREW.

Witness : G. Wilson.

Signed on behalf of the said West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers.

F. H. SPENCER,

PERCY J. TRAINER, Secretary.

Witness : B. Ulrich.

VARIATIONS OF AWARDS AND AGREEMENTS.

On the 28th, 29th, and 30th June, 1926, the Court of Arbitration granted Orders for the following Awards and Agreements to be varied so as to be made consistent with the Basic Wage.

Awards.

Engine-drivers' Firemen (Government), Nos. 29 and 38 of 1922.

Engineers (Government), Nos. 22 and 31 of 1922.

Engineers, Water Supply, Sewerage, and Drainage (Government), Nos. 23 and 30 of 1922.

Moulders (Government), No. 39 of 1922.

Painters (Government), Nos. 24 and 35 of 1922.

Plumbers (Government), No. 33 of 1922.

Water Supply, Sewerage, and Drainage Employees (Government), Nos. 25, 27, and 28 of 1922.

Agreement.

Electric Tramways (Perth), No. 4 of 1926.

APPLICATION FOR INTERPRETATION.

(Award No. 8 of 1921.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 47 of 1926 (File 2858).

The Commissioner of Railways, Applicant.

15th April, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. E. Thomas appeared for the Commissioner.

Mr. C. Haynes appeared for the W.A. Amalgamated Society of Railway Employees' Industrial Union of Workers.

The Court was asked to determine the following question which had arisen in connection with Clause 16 (a) :—

"Is a labourer covered by Part II. of Award No. 8 of 1921, who works 44 hours per week, spread over five or six days at the option of the Commissioner, and who is paid £3 17s. for a week's work, viz., 44 hours at 14s. per day of 8 hours, entitled to be paid £7 14s. 0d. or £8 8s. 0d. for the 12 days' leave granted him each year

in accordance with Clause 26 of the abovementioned Award—that is to say, is this labourer entitled to be paid 96 hours' pay in respect of 88 hours' leave?"

Alternatively, the Court was asked to amend the provisions of the Award for the purpose of remedying a defect therein.

RESERVED DECISION.

(22nd April, 1926.)

The PRESIDENT: The application is dated 20th March, 1926, and it was made by the Commissioner of Railways for an interpretation of Clause 16 (a) of the award. There is an alternative application added asking the Court to amend the provisions of the award for the purpose of remedying a defect therein, in connection with the same clause.

The application brings under the consideration of the Court Clauses 88 to 91, inclusive, of "The Industrial Arbitration Act, 1912-1925. These clauses in the new Act have made a considerable alteration; and, in fact, apart from the new matter introduced into the Act by the amendment Act of last year, the most considerable of any other amendment of the old Act.

The award has now to be considered in the light of Clauses 90 and 91 in particular. Clause 88 remains the same as it was in the original Act. For convenience, and in order to clear up the matters referred to, I will deal first with Clause 91. Clause 91 takes the place of Clause 83 of the old Act. Under Clause 83 of the old Act, notwithstanding the expiry of the term of an industrial award, the award would subject to any award of the Court (that is, any subsequent award of the Court) continue in force in respect of all the persons and bodies bound thereby, except those who retired therefrom. Under the new clause, notwithstanding the expiry of an industrial award, it shall subject to any variation ordered by the Court continue in force until a new award has been made. The award continues in existence in full force and effect subject to any variation ordered by the Court. A study of the old section and the new will show in what respect the alteration has been made. In the one case, the old award was subject to any subsequent award of the Court. Now, it is subject to any variation ordered by the Court. Under the old Act it continued in force except as to the persons and bodies who retired from it; now there is no mention made of any retiring at all. Then the new clause continues: "Notwithstanding the continuance of an industrial award after the term thereof has expired, any person or body bound thereby may, during such continuance, refer any industrial matter or dispute to the Court;" (that is new matter which has been introduced), "although the matter of the dispute may be governed by the provisions of the award; and, subject to any order of the Court, such award shall continue in force pending a reference and until a new award is made." So the award continues until a new award is made, and it is possible during the existence of the award, under this Subsection (2), for the Court to take cognisance of a fresh dispute notwithstanding the existence of the award. So much for Section 91.

When we look at Section 90 we find another great change made in the old Act. Section 90 replaces Section 81 of the old Act. Under Section 81 of the old Act the term of an award might be for any specified period not exceeding three years from the date of the award, or in the alternative it could be for one year and thereafter from year to year. Under the new Act the term of an award may be for any specified period not exceeding three years from the date of the award. This is the same as the first provision in the old Act, but there are two provisos added which are of very great importance. The first proviso is:—"Provided that it may be prescribed by an award that any provisions thereof may be referred to the Court for review at such intervals of time as the Court may think fit, with power to the Court to vary or rescind such provisions." That is, the Court may provide in its award for a review periodically of the terms and provisions of the award. The second proviso deals with the position where the Court does not in its award make any such provision for periodical review. It says, "Provided also, that at any time after the expiration of the first twelve months from the date of an award, and after the expiration of any subsequent period of twelve months, application may be made to the Court, by leave of the Court obtained by any party to the award, for a review of any of the provisions of the award, and the Court shall have power to vary or rescind such provisions." Now, power is clearly given there to the Court to review 12 months after making an award and after any subsequent period of 12 months, the provisions of the award, and it may vary or rescind such provisions. I have not seen in any other part of the Act that that power is taken away or modified in any way.

It would have been competent for the Commissioner in the present instance, as far as I can see, to apply under Section 90 to the Court for leave to obtain a review of any of the provisions of the award; and if leave had been granted the award could have been reviewed and the Court could have adjudicated upon it. This has not been done. Instead of that, the application is made under Section 88. This section, as I mentioned earlier, is exactly the same as the provision which existed in the old Act. The same words are used as appear in the old Act, and of course the Court has to consider the words as they appear in the Act. With regard to that point, it has been laid down again and again by Courts how words in an Act of Parliament which are unambiguous have necessarily to be construed. In the case of *Tindal v. Calman* (3, C.L.R., p. 150), Griffith, C.J. (at page 154) says:—"In this case this Court is asked, as it has been asked more than once before, to construe a Statute, not according to the language used by the legislature, but according to some notion of what the legislature might have been expected to have said, or what this Court might think it was the duty of the legislature to have said or done. But the duty of a Court is to examine the language used, and to give effect to it, whether it approves or disapproves of what the legislature has provided, or whether it thinks or not that the legislature might more properly have done or said something else. We make these observations because on several occasions a similar argument has been addressed to us sitting here. Again, in the case of *the Sydney Harbour Trust Commissioners v. the Council of the Municipality of Balmain* (1915, 20 C.L.R., p. 673), Mr. Justice Isaacs says (at page 683), "It is true . . . . . that an anomaly may unexpectedly arise. Where words are ambiguous such a consideration is more or less important, but where they are clear, as here, the anomaly is irrelevant. As Lord Parker observes in the Associated Newspapers' case (1915, A.C., 674, at p. 698), 'In matters of this sort it may often happen that the legislature fails to foresee some particular result of a statutory enactment.'"

In this case the legislature considerably altered the old law with regard to award, but it left Section 88 standing without any alteration whatever. We have to construe that section according to the language used in it, which is unambiguous. The section is as follows:—"With respect to every award, whether made before or after the commencement of this Act, the Court by order at any time during the term of the award may declare the true interpretation of the award, and shall have power to amend the provisions of the award for the purpose of remedying any defect therein or of giving fuller effect thereto." The latter portion of the section clearly refers to an interpretation, that is, if the interpretation involves something that requires to be remedied, or something that requires to be given fuller

effect thereto, it is embodied in the interpretation. But the particular words of this section that apply to the present application are these: "The Court by order at any time during the term of the award." Now, this award had expired at the time the application was made. The Court is therefore debarred from dealing with this matter under Section 88. The applicant is out of time. The language here, "during the term of the award," is quite clear and unambiguous, and no other construction can possibly be placed upon it. Therefore I hold that the Court is debarred from a consideration of this application owing to the fact that it was not made during the term of the award.

Mr. SOMERVILLE: I agree with the decision.

Mr. BLOXSOME: I agree with the decision. It appears to be quite clear that probably through an oversight the Court is debarred from giving a true interpretation of an award after its term has expired, although the award may be in force for any number of years after the term has expired.

This decision governed Applications 48, 49, and 50 of 1926, by the Commissioner of Railways for the interpretation of Awards Nos. 5 of 1921, 4 and 6 of 1921, and 7 of 1921.

APPLICATION FOR INTERPRETATION.

(Industrial Agreement No. 53 of 1925.)

COURT OF ARIBITRATION, WESTERN AUSTRAILA.

No. 42 of 1926. File 2853.

Goode, Durrant, & Co., Ltd., Applicant.

6th May, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. L. L. Carter appeared for the Applicant.

Mr. P. J. Trainer appeared for the Western Australian Clothing and Allied Trades, Industrial Union of Workers, Perth.

The court was asked to determine the following question:—

"When any of the holidays in clause 20 of Industrial Agreement No. 53 of 1925 fall on a Saturday, what wages are payable to workers under the agreement for such holiday?"

RESERVED DECISION.

(7th May, 1926.)

The PRESIDENT: This is an application for the interpretation of clause 20 in agreements Nos. 51 to 53 of 1925. The clause runs the same in all the agreements and is as follows:—"The following days and no others shall be observed as holidays in respect of which no deduction shall be made from wages." Then follow the holidays. Some little time ago on an application by the Railway Commissioner, I had occasion to point out that this court, like any other court, where there is no ambiguity in the language used, whether in an Act of Parliament, agreement or award, must give effect to the plain words in which the intention is embodied. It is only where there is ambiguity that you can look outside and into the surrounding circumstances that led up to the declaration or statement, whether in an Act of Parliament or agreement.

We have language here, which, it appears to me, is plain and unambiguous. It says that certain days shall be observed as holidays, and then, that in respect of those days, no deduction shall be made from wages. It seems to me that that means that the wages are so much per week, and if any of those days is a holiday in that week, the worker gets paid what the agreement says he is to get for the week, and that irrespective of whether the holiday happens on a Saturday in which he works half a day, or on Monday or Tuesday in which he would have to work eight hours. The language being unambiguous, I therefore hold that it means that where a holiday occurs in any week, either on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday, the worker shall receive all his pay, that is, a week's pay without deduction, and no more. Now, of course it may possibly be that something else was intended, but if so the parties have been very unhappy in their choice of language, and this court must take the agreement as it stands, and construe it.

Mr. SOMERVILLE: When a union and employers are discussing the terms of their agreement, it is not to be expected that they will read the calendar ahead, to see if any of the agreed upon holidays fall upon the half day, Saturday. Consequently, in the absence of qualifying words, when the parties speak of a holiday they mean a full day. Unfortunately for the union contention, clause 20 does contain definite words, the meaning of which is very clear. They are, "In respect of which no deduction shall be made from wages." The only question then is, was any deduction made from wages? As there was not, then there is no escape from the conclusion that the agreement was complied with.

Mr. BLOXSOME: I agree with the interpretation delivered by the President.

ORDER.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

Application No. 42 of 1926.

In the matter of Goode, Durrant, & Company, Limited hereinafter referred to as "the Employer"), Applicant, and in the matter of an application by the Employer for an interpretation of Industrial Agreement made the 26th day of September, 1925, and registered Number 53 of 1925, relating to the Ready-made Clothing Industry.

UPON hearing Mr. L. L. Carter for the Employer and Mr. P. J. Trainer for the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, the court doth hereby order and declare that the true interpretation of clause 20 of the said Industrial Agreement is that where a holiday occurs in any week, whether on Monday, Tuesday, Wednesday, Thursday, Friday or Saturday, the worker shall receive his week's pay for that week without deduction.

Dated this seventh day of May, 1926.

By the Court,

WALTER DWYER,
President.

APPLICATION FOR INTERPRETATION.

(Award Nos. 4 and 6 of 1921.)

COURT OF ARIBITRATION, WESTERN AUSTRALIA.

No. 95 of 1926. File 2907.

The Midland Railway Company of Western Australia, Limited. Applicant.

7th May, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. J. J. Poynton appeared for the Applicant Company.

Mr. H. V. Symons appeared for the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers.

The court was asked to determine the following question:—

> "Does the allowance of 1½d. per hour specified in clause 2 of Award Nos. 4 and 6 of 1921 apply to fitters employed in the assembling of new locomotives, if and when the work is not dirty?"

Mr. SYMONS: Before the court starts to hear Mr. Poynton I am going to raise section 88, that the court cannot give an interpretation of an award which has expired. The court has already decided that the other day. My second point is that the court should not hear an application for interpretation as they have heard an enforcement case and given a decision.

The PRESIDENT: That would not raise any difficulty as we could hear the argument for the interpretation and reserve our decision. The other objection is a substantial one. It was brought to our notice the other day, and we gave a ruling on it. That is really an interpretation for the purpose of remedying a defect, and an application for such interpretation can only be made during the term of the award. It is a section taken from the old Act, apparently without due consideration of sections 90 and 91 as amended in the new Act. What is the term of this award?

Mr. SYMONS: From the 8th May, 1922.

The PRESIDENT: For what term?

Mr. SYMONS: Three years. The Act lays down that an award cannot be for more than three years.

The PRESIDENT: The date of this application for interpretation is May, 1926. I am afraid, Mr. Poynton, that you are out of time in view of section 88, but the interpretation will come incidentally in the next case, as it did in the Railway case.

Mr. POYNTON: Does not section 58 of the new Act apply, that the court shall have jurisdiction to settle and determine all industrial matters.

The PRESIDENT: That is section 59 of the Consolidated Act. That is so. But that is not dealing with your specific application for interpretation. If specific application is made, section 88 at once overrides it, and as it is a section in the Act, some definite meaning must be given to it.

Mr. POYNTON: In the old Act "industrial matters" are defined as including the interpretation of any industrial agreement, and in the new Act the court is specifically given power to settle and determine all industrial matters, which will include the interpretation of an industrial agreement.

The PRESIDENT: Then we come to section 88, which is in the old Act as well as in the new. There is a specific period in which the court can deal with an application for interpretation.

Mr. POYNTON: If there is any difficulty in that, I do not know that it will give any serious trouble.

The PRESIDENT: Incidentally it will come up in the enforcement application.

Mr. POYNTON: Yes.

The PRESIDENT: We can find whether you have been guilty of a breach of the award, incidentally interpreting what is meant by this clause. There will be no hardship, but section 88 prevents us from dealing with an application for interpretation. If they had put, "during the time when the award is in force," everything would have been all right, but they use other terms, and when an Act uses plain specific terms we must construe them accordingly. There is no ambiguity in them.

Enforcements of Awards and Industrial Agreements.

The Court of Arbitration and Industrial Magistrates, during the quarter ending 30th June, 1926, dealt with the undermentioned Applications for Enforcement of Awards and Industrial Agreements, The decisions of the Court and Magistrates are briefly stated, but any case involving points of particular importance are fully reported.

BEFORE COURT OF ARBITRATION.

(Mr. Justice Dwyer (President), and Messrs. W. Somerville and O. L. Bloxsome (Members).)

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
97/26	Engineers' Industrial Association of Workers: Coastal District Committee Amalgamated Society of	Midland Railway Co. of W.A., Ltd.	Agreement No. 13 of 1923: Failing to pay F. Rook, A. Morgan and N. Durrant the prescribed extra rate whilst employed on boiler on frame for a period ending 23rd April, 1926	Fined 1s. and costs ...	7-5-26	
			Before H. J. Craig, Esq., Industrial Magistrate, Perth.			
170/26	Bakers' Industrial Union of Workers: Perth and Fremantle Operative	H. Moore	Agreement, No. 9, of 1924: Carrying on baking operations before prescribed time on 21st April, 1926 (Carters holiday)	Fined 10s. and costs	22-6-26	
171/26	Do.	M. Bond	do. do. do.	Fined 10s. and costs	22-6-26	
172/26	Do.	F. Bricknell ...	do. do. do.	Fined £1 and costs ...	22-6-26	
173/26	Do.	H. Green	do. do. do.	Fined 10s. and costs	22-6-26	
174/26	Do.	Craik and Ferguson	Agreement, No. 9 of 1924: Carrying on baking operations at Midland Junction on 4th May, 1926, before the prescribed time	Fined £1 and costs ...	22-6-26	
178/26	Do.	M. Bond	Agreement, No. 9, of 1924: Failing to keep a correct record of work performed at his bakery for week ending 8th May, 1926	Fined 10s. and costs	22-6-26	
181/26	Do.	W. Martin	Agreement, No. 9, of 1924: Failing to keep a correct record of work performed by him at Woodward's Bakery for week ending 20th March, 1926	Fined 5s. and costs ...	22-6-26	
183/26	Do.	P. Gilsdory ...	Agreement, No. 9, of 1924: Failing to keep a correct record of work performed by him at Woodward's Bakery for week ending 8th May, 1926	Fined 5s. and costs ...	22-6-26	
182/26	Do.	H. Woodward ...	Agreement, No. 9, of 1924: Failing to keep a correct record of work performed in his bakehouse for weeks ending 20th March, and 8th May, 1926	Fined 10s. and costs	22-6-26	
184/26	Do.	T. Hansen	Agreement, No. 9 of 1924: Failing to keep a record of time worked in his bakery for week ending 22nd May, 1296	Fined £2 and costs ...	22-6-26	
185/26	Do.	W. E. Willis ...	Agreement, No. 9 of 1924: Failing to keep a record of work performed by him at Hansen's Bakery for week ending 22nd May, 1926	Fined 5s. and costs ...	22-6-26	
186/26	Do.	F. Bamkin ...	do. do. do.	Fined 5s. and costs ...	22-6-26	
189/26	Do.	T. Hansen	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked in his bakehouse for week ending 29th May, 1926	Dismissed; Costs disallowed	29-6-26	
193/26	Do.	do.	Agreement, No. 9 of 1924: Carrying on baking operations at 4·25 a.m. on 1st June, 1926	Fined £1 and costs ...	29-6-26	
190/26	Do.	W. Willis	do. do. do.	Fined 5s. and costs ...	29-6-26	
191/26	Do.	F. Bamkin ...	do. do. do.	Fined 5s. and costs ...	29-6-26	
188/26	Do.	do.	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked by him at Hansen's Bakery for week ending 29th May, 1926	Dismissed; Costs disallowed	29-6-26	
187/26	Do.	Jones & Tobin ...	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked in their bakehouse for week ending 22nd May, 1926	Fined 10s. and costs	29-6-26	
195/26	Do.	J. Badham... ...	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked at Jones' & Tobins' bakery, for week ending 28th May, 1926	Fined 2s. 6d. and costs	29-6-26	
192/26	Do.	Jones & Tobin ...	Agreement, No. 9 of 1924: Carrying on baking operations at 9·10 p.m. on Friday, 28th May, 1926	Fined 10s. and costs	29-6-26	

ENFORCEMENT OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
194/26	Bakers' Industrial Union of Workers: Perth and Fremantle Operative	J. Badham... ...	Agreement No. 9, of 1924: Carrying on baking operations at 9·10 p.m. on Friday, 28th May, 1926	Fined 4s. and costs ...	29-6-26	
263/26	Do.	C. Allen	Agreement, No. 9 of 1924: Carrying on baking operations at 5·10 a.m. on Saturday, 5th June, 1926	Fined 10s. and costs	29-6-26	
266/26	Do.	do.	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked in his bakery for week ending 5th June, 1926	... ...	...	Withdrawn at hearing, 29-6-26.
264/26	Do.	C. Jensen	Agreement, No. 9 of 1924: Assisting in baking operations at Allen's Bakery at 5·10 a.m. on Saturday, 5th June, 1926	... ...	...	do. do. do.
265/26	Do.	do.	Agreement, No. 9 of 1924: Failing to keep a correct record of time worked by him at Allen's Bakery for week ending 5th June, 1926	... ...	...	do. do. do.
267/26	Do.	—. Hawke ...	Agreement, No. 9 of 1924: Failing to keep a record of the time worked by him at Foster's Bakery for week ending 5th June, 1926	Fined 5s. and costs ...	29-6-26	
268/26	Do.	do.	Agreement, No. 9 of 1924: Assisting in baking operations at Foster's Bakery at 4·50 a.m. on Saturday, 5th June, 1926	Fined 5s. and costs ...	29-6-26	
269/26	Do.	G. Foster	Agreement, No. 9 of 1924: Failing to keep a record of time worked at his bakery for week ending 5th June, 1926	Fined 10s. and costs	29-6-26	
270/26	Do.	do.	Agreement, No. 9 of 1924: Carrying on baking operations at 4·50 a.m. on Saturday, 5th June, 1926	Fined 10s. and costs	29-6-26	
92/26	Boot Trade of Western Australia Union of Workers, Perth	John Maxwell ...	Award, No. 10 of 1921: Paying Ronald Burroughs at less than the prescribed rates	Fined 5s. and costs, and ordered to pay £40 wages due	24-5-26	
94/26	Do.	do.	Award, No. 10 of 1921: Neglecting to keep a record book as provided by Award	Fined 5s. and costs ...	24-5-26	
111/26	Bread Carters' Industrial Union of Workers: Perth, Fremantle, and Suburban	Liddell & Son ...	Agreement, No. 24 of 1925: Neglecting to pay A. C. Wheare, wages and overtime pay due for period 21st September, 1925, to 27th March, 1926	Fined £2 and costs, and ordered to pay £28 7s. wages due	9-6-26	
113/26	Do.	Theo. Hansen ...	Agreement, No. 24 of 1925: Neglecting to post in the time and wages book required particulars concerning an employee William Levett, for week ending 17th April, 1926	Fined £1 and costs ...	9-6-26	
114/26	Do.	do.	Agreement, No. 24 of 1925: Failing to produce a time and wages book for inspection by a representative of the Union on 25th March, 1926	Fined 5s. and costs ...	9-6-26	
115/26	Do.	Arthur Nicholas ...	Agreement, No. 24 of 1925: Neglecting to post in time and wages book the time he finished work each day during week ending 17th April, 1926	Fined 5s. and costs ...	9-6-26	
116/26	Do.	W. E. Bezant ...	do. do. do.	Fined 5s. and costs ...	9-6-26	
117/26	Do.	Frank McCann ...	do. do. do.	Fined 5s. and costs ...	9-6-26	
118/26	Do.	H. Baker	Agreement, No. 24 of 1925: Neglecting to post in time and wages book, finishing times of an employee, A. Nicholas, during week ending 17th April, 1926	Fined 10s. and costs	9-6-26	
119/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to post in time and wages book, finishing times of an employee, W. E. Bezant, during week ending 17th April, 1926	Fined 10s. and costs	9-6-26	
120/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to post in time and wages book finishing times of an employee, F. McCann, during week ending 17th April, 1926	Fined 10s. and costs	9-6-26	
112/26	Do.	Theo. Hansen ...	Agreement, No. 24 of 1925: Neglecting to pay an employee, Wm. Levett, overtime pay due for period 2nd November, 1925, to 10th April, 1926	Fined 5s. and costs, and ordered to pay £24 7s. 9d. wages due	17-6-26	The question of the retrospectivity of Section 153 of the Act arose during the hearing of this case. For decision, *see* page 129.

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
105/26	Bread Carters' Industrial Union of Workers: Perth, Fremantle, and Suburban	Naylor & Currie, Ltd.	Agreement, No. 24 of 1925: Neglecting to pay an employee, C. Garner, overtime pay due for period 20th April, 1925, to 3rd April, 1926	Fined 5s. and costs, and ordered to pay £7 14s. wages due	22-6-26	
106/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to pay an employee, J. Thompson, overtime pay due for period 30th March, 1925, to 3rd April, 1926	Fined 5s. and costs, and ordered to pay £11 9s. 10d., wages due	22-6-26	
107/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to pay an employee, M. Morris, overtime pay due for period 30th March, 1925, to 3rd April, 1926	Fined 5s. and costs, and ordered to pay £3 17s. 11d. wages due	22-6-26	
108/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to pay an employee, H. Hayes, overtime pay due for period 30th March, 1925, to 19th September, 1925	Fined 5s. and costs, and ordered to pay 14s. 10d. wages due	22-6-22	
109/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to pay an employee, E. Furkin, overtime pay due for period 30th March, 1925, to 3rd April, 1926	Fined 5s. and costs, and ordered to pay £12 10s. 4d., wages due	22-6-26	
110/26	Do.	do.	Agreement, No. 24 of 1925: Neglecting to pay an employee, A. Kirkham, overtime pay due for period 30th March, 1925, to 3rd April, 1926	Fined 5s. and costs, and ordered to pay £9 15s. 2d., wages due	22-6-26	
53/26	Carters and Drivers' Industrial Union of Workers (Perth): West Australian	J. A. M. Tait (Trading as S. A. M. Manufacturing Co.	Agreement, No. 27 of 1925: Neglecting to pay J. Gardner prescribed rate of wage for period 15th February, 1926, to 20th February, 1926	Fined £1 and costs ...	21-4-26	
121/26	Do.	Joseph Weir ...	Agreement, No. 65 of 1925: Neglecting to pay R. Johnson overtime pay due for period 14th March, 1926, to 27th March, 1926	Fined 5s. and costs ...	25-5-26	
122/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay L. Marks wages and overtime pay due for period 13th March, 1926, to 19th March, 1926	Fined 5s. and costs ...	25-5-26	
123/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay H. Taylor overtime pay due for period 13th March, 1926, to 19th March, 1926	Fined 5s. and costs ...	25-5-26	
124/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by L. Marks for the period 13th March, 1926, to 19th March, 1926	Fined £1 and costs ...	25-5-26	
125/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by, and wages paid to J. L. Hennrickson, for the period 13th March, 1926, to 19th March, 1926	Fined 10s. and costs...	25-5-26	
126/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by R. Johnson, for the period 13th March, 1926, to 19th March, 1926	Fined 10s. and costs	25-5-26	
127/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by, and wages paid to R. Bolton, for the period 13th March, 1926, to 19th March, 1926	Fined 10s. and costs	25-5-26	
128/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by, and wages paid to T. Broadhurst, for the period 13th March, 1926, to 19th March, 1926	Fined 10s. and costs	25-5-26	
129/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by H. Taylor, for the period 13th March, 1926, to 19th March, 1926.	Fined 10s. and costs	25-5-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
130/26	Carters and Drivers' Industrial Union of Workers (Perth): West Australian	Joseph Weir ...	Agreement, No. 65 of 1925: Neglecting to pay Wm. Amos overtime pay due for the period 23rd December, 1925, to 4th March, 1926	Fined 10s. and costs, ordered to pay £30, due	25-5-26	
131/26	Do.	J. H. Taylor ...	Agreement, No. 65 of 1925: Working for less than the prescribed rates during the period 13th March, 1926, to 19th March, 1926	Fined 5s. and costs ...	8-6-26	
132/26	Do.	L. Marks	do. do. do.	Fined 5s. and costs ...	8-6-26	
133/26	Do.	A. Baudains ...	do. do. do.	Fined 5s. and costs ...	8-6-26	
135/26	Do.	J. Hennrickson ...	Agreement, No. 65 of 1925: Neglecting to post in time and wages book hours worked by and wages paid to him during the period 13th March, 1926, to 19th March, 1926	Fined 5s. and costs ...	8-6-26	
136/26	Do.	V. Weir	Agreement, No. 65 of 1925: Neglecting to post in time and wages book particulars required by Clause 11 of the Agreement, during the period 13th March, 1926, to 19th March, 1926	Fined 5s. and costs ...	8-6-26	
137/26	Do.	J. Beresford and J. W. Iles (Trading as Wembley Bus Syndicate)	Agreement, No. 65 of 1925: Neglecting to post in time and wages book, starting and finishing times of J. C. Frazer, during the week ending 17th April, 1926	Fined 5s. and costs ...	8-6-26	
138/26	Do.	do	Agreement, No. 65 of 1925: Neglecting to post in time and wages book the hours worked each day by R. Harrison, during the week ending 17th April, 1926	Fined 5s. and costs ...	8-6-26	
139/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay overtime pay due to J. C. Frazer, for the week ending 17th April, 1926	Fined 5s. and costs, and ordered to pay £2 4s., wages due	8-6-26	
140/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay A. Lane overtime pay due for the week ending 17th April, 1926	Fined 5s. and costs, and ordered to pay £2 12s. 6d., wages due	8-6-26	
141/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay W. Brown overtime pay due for the week ending 17th April, 1926	Fined 5s. and costs, and ordered to pay £2 9s. 6d., wages due	8-6-26	
143/26	Do.	H. W. Lance and F. M. Clark [Trading as Golden Motor Limited]	Agreement, No. 65 of 1925: Neglecting to pay N. Forder wages due for the period, 10th January, 1926, to 17th April, 1926	... ...	...	Withdrawn at hearing, 8-6-26, owing to defendants being in liquidation.
144/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay R. Thomas wages due for the period 10th January, 1926, to 17th April, 1926	... ...	...	do. do. do.
145/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay F. Carley wages due of the period 10th January, 1926, to 17th April, 1926	... ...	...	do. do. do.
146/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book starting and finishing times of, and hours worked by N. Forder, during the period 10th January, 1926, to 16th January, 1926	... ...	...	do. do. do.
147/26	Do.	Do.	Agreement, No. 65 of 1925: Neglecting to post in time and wages book the starting and finishing times of, and the hours worked by R. Thomas, for the period 11th March, 1926, to 17th March, 1926	... ...	...	do. do. do.
142/26	Do.	N. W. Forder ...	Agreement, No. 65 of 1925: Working for Golden Motor Coaches at a lesser wage than prescribed by the Agreement, during the period 10th January, 1926, to 17th April, 1926	... ...	...	Withdrawn at hearing, 8-6-26, in view of Application 143/26 being withdrawn.
148/26	Do.	Baker Bros. ...	Agreement, No. 27 of 1925: Failing to pay L. Massey, wages and overtime pay due for period 20th November, 1925, to 1st April, 1926	Fined 5s. and costs, and ordered to pay £5 14s. 5d., wages due	17-6-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
149/26	Carters and Drivers' Industrial Union of Workers (Perth) Western Australia	Baker Bros. ...	Agreement, No. 27 of 1925: Failing to pay K. Anderson, wages and overtime pay due for period 25th December, 1925, to 31st December, 1925	Fined 5s. and costs ...	17-6-26	
150/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay E. McCaw, wages and overtime pay due for period 18th December, 1925, to 24th December, 1925	Fined 5s. and costs ...	17-6-26	
151/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay M. Treloar, wages and overtime pay due for period 22nd January, 1926, to 28th January, 1926	Fined 5s. and costs ...	17-6-26	
152/26	Do.	Pope & Pinkerton...	Agreement, No. 27 of 1925: Failing to pay John Thompson wages due for period 10th April, 1926, to 16th April, 1926	Fined 5s. and costs, and ordered to pay £21 4s., wages due	17-6-26	
153/26	Do.	Sumpton & Son ...	Agreement, No. 27 of 1925: Failing to pay L. Reeves wages and overtime pay due for period 7th September, 1925, to 12th March, 1926	Fined 5s. and costs ...	17-6-26	
154/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay G. Andrew wages and overtime pay due, together with holiday pay, for period 20th July, 1925, 1925, to 12th March, 1926	Fined 5s. and costs ...	17-6-26	
155/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay A. Jackson wages and overtime pay due together with holiday pay, for period 6th July, 1925, to 12th March, 1926	Fined 5s. and costs ...	17-6-26	
156/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay F. Smedley wages and overtime pay due, together with Sunday pay, for period 23rd June, 1925, to 19th March, 1926	Fined 5s. and costs ...	17-6-26	
157/26	Do.	do.	Agreement, No. 27 of 1925: Failing to pay K. McAtee, wages and overtime pay due, together with Sunday pay, for period 29th June, 1925, to 19th March, 1926	Fined 5s. and costs ...	17-6-26	
158/26	Do.	do.	Agreement No. 27, of 1925: Failing to pay R. Dearle wages and overtime pay due, for period 10th August, 1925, to 12th March, 1926	Fined 5s. and costs ...	17-6-26	
160/26	Do.	William David McGeoch	Agreement, No. 27 of 1925: Working for Baker Bros. at less than the prescribed rates during week ending 18th February, 1926	Fined 5s. and costs ...	17-6-26	
159/26	Do.	Henry David Turner	Agreement, No. 27 of 1925: Failing to pay H. R. Hampton wages due, for period 23rd June, 1925, to 12th March, 1926	Fined 2s. 6d. and costs	22-6-26	
51/26	Do.	St. John Ambulance Association	Agreement, No. 65 of 1925: Neglecting to pay E. Caddy prescribed rate of wages for period 23rd December, 1925, to 2nd March, 1926	... ...	...	At the hearing before the Industrial Magistrate on the 29th April, 1926, the question arose as to whether Caddy was a taxi-car driver within the meaning of the Agreement. (For decision, *see* page 134.) This question of interpretation was referred to the Court of Arbitration pursuant to Section 101 of the Act. (For Arbitration Court's decision, *see* page 134).
52/26	Do.	do.	Agreement, No. 65 of 1925: Neglecting to pay R. Hanning, prescribed rate of wages for period 23rd December, 1925, to 2nd March, 1926	... ...	...	This application was heard simultaneously with Application 51/26. The remarks and decisions in that case apply to this application.
43/26	Coach, Car and Rolling Stock Builders' Industrial Union of Workers—West Australian	John McCarty ...	Agreement, No. 23 of 1925: Failing to produce Record Book for inspection of Secretary of Union, on 9th March, 1926	Fined £2 and costs ...	21-4-26	
44/26	Do.	Chris. McCarty ...	do. do. do.	Fined £2 and costs ...	21-4-26	
45/26	Do.	P. McCafferty ...	Agreement, No. 23 of 1925: Employing Joe Perry as a trimmer at less than the prescribed rates	Dismissed with costs	21-4-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
46/26	Coach, Car and Rolling Stock Builders' Industrial Union of Workers—West Australian	P. McCafferty ...	Agreement, No. 23 of 1925: Failing to produce Record Book for inspection of Secretary of Union on 5th March, 1926	Fined £1 and costs ...	21-4-26	
33/26	Engineers' Industrial Association of Workers Coastal District Committee, Amalgamated Society of	George Hill & Co.	Award, No. 10 of 1923: Employing Archie Emeller as brass-finisher at less than the prescribed rates for the week ending 20th February, 1926	Fined £1 and costs, and ordered to pay £6 wages due	1-4-26	For decision, *see* page 128.
34/26	Do.	do.	Award No. 10 of 1923: Employing C. Vann as a brass-finisher at less than the prescribed rates, for a period ending 20th February, 1926	Fined £1 and costs, and ordered to pay £21 4s. 2d. wages due	1-4-26	Applications, Nos. 33-34, and 35/26 were taken simultaneously. For decision of Industrial Magistrate, *see* page 128. The defendant appealed to the Supreme Court against the decision in this case, and the conviction was subsequently quashed. For decision of Supreme Court, *see* page 138.
35/26	Do.	do.	Award, No. 10 of 1923: Employing Emille Samelowitz as brass-finisher at less than the prescribed rates for week ending 20th February, 1926	Fined £1 and costs, and ordered to pay £21 16s. 8d., wages due	1-4-26	*See* remarks in previous case. (Application, 34/26).
29/26	Do.	George Treacher ...	Award No. 10 of 1923: Employing W. Rowland as an electric wireman at less than the prescribed rates during week ending 5th December, 1925	Fined £5 and costs ...	20-4-26	
30/26	Do.	do.	Award, No. 10 of 1923: Failing to keep a time book for W. Rowland, an electric wireman, and refusing to state what wages he was receiving	Fined £1 and costs ...	20-4-26	
57/26	Do.	P. Smith	Award, No. 10 of 1923: Failing to register Albert DeVries as an apprentice in accordance with the Award	Fined £1 and costs ...	24-2-26	
58/26	Do.	H. Legg	Award, No. 10 of 1923: Failing to keep a record book in accordance with the Award	Fined £1 and costs ...	22-4-26	
59/26	Do.	K. M. Wood ...	Award, No. 10 of 1923: Failing to keep a record book in accordance with the Award	Fined £1 and costs ...	24-4-26	
60/26	Do.	Joseph Weir ...	do. do. do.	Fined £2 and costs ...	22-4-26	
88/26	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	W. A. Fire Brigades Board	Agreement, No. 20 of 1925: Failing to comply with Section 15, in that fireman Scaby was not issued with a light undress coat for summer wear in addition to the ordinary uniform issue	Fined £1 and costs, £2 2s.	29-4-26	
69/26	Furniture Trades Industrial Union of Workers, Perth, W.A.—The United	Hearn Bros. & Stead	Award, No. 12 of 1921: Failing to register J. A. Liddlow as an apprentice or probationer within the prescribed time	Fined £1 and costs ...	22-4-26	
70/26	Do.	do.	Award, No. 12 of 1921: Failing to register C. Williamson as an apprentice within the prescribed time	Fined £1 and costs ...	22-4-26	
71/26	Do.	do.	Award, No. 12 of 1921: Employing apprentices in the chair-making branch in a greater proportion than allowed by the Award during the period 7th January, 1925, to 1st August, 1925	Fined £1 and costs ...	22-4-26	
72/26	Do.	do.	Award, No. 12 of 1921: Employing apprentices in Upholstery branch in a greater proportion than allowed by the Award during the period 21st September, 1925 to 23rd October, 1925	Fined £1 and costs ...	22-4-26	
100/26	Do.	W. Zimpel, Ltd. ...	Agreement, No. 10 of 1919: Failing to pay an apprentice, H. Anthony, prescribed rate of wage, between the dates 6th April, 1926, and 12th April, 1926	Fined 5s. and costs ...	29-6-26	For decision, *see* page 129.

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
259/26	Hairdressers and Wigmakers Employees' Union of Workers—Metropolitan	H. Lovering ...	Award, No. 6 of 1923: Employing three junior workers, Misses Darnell, Marsh, and Spurr, contrary to the provisions of the Award	... ...	...	The point involved and raised by the defence was, whether the provisions of the Award applied to the business carried on by the Defendant, namely, a Ladies' Toilet Saloon, where ladies' hair was cut and dressed and if the Award covered female employees, engaged in the industry to which it applied. At the hearing, on the 25th June, 1926, these two points were referred by the Industrial Magistrate to the Court of Arbitration for interpretation. Case pending.
73/26	Inspector C. J. Cooke ...	Charles Sidney Clark (Trading as A. Edwards & Co.)	Agreement, No. 33 of 1925: Employing S. Dyer, leading hand pastry-cook, whose working hours began after 6 p.m., at less than the prescribed rates for the week ending 20th March, 1926	Fined 1s. and costs, and ordered to pay £21, wages due	13-5-26	
74/26	Do.	Do.	Agreement, No. 33 of 1925: Employing Bert Kay, a pastry-cook, whose working hours began after 6 p.m., at less than the prescribed rates for the week ending 20th March, 1926	Fined 1s. and costs, and ordered to pay £58 10s., wages due	13-5-26	
76/26	Do.	Do.	Agreement, No. 33 of 1925: Failing to keep a record book in accordance with Clause 15 of the Agreement, and to have same open for inspection on 25th March, 1926	Fined £1 and costs ...	13-5-26	
75/26	Do.	S. Dyer	Agreement, No. 33 of 1925: Working for C. S. Clark at less than the prescribed rates for the week ending 20th March, 1926, he being a leading hand pastry-cook whose working hours began after 6 p.m.	... ...	...	Withdrawn at hearing, 13th May, 1926.
77/26	Do.	do.	Agreement, No. 33 of 1925: Failing to post record book in accordance with Clause 15 of the Agreement during the week ending 25th March, 1926	... ...	...	do. do. do.
78/26	Do.	Bert Kay	do. do. do.	... ...	...	do. do. do.
79/26	Do.	do.	Agreement, No. 33 of 1925: Working for C. S. Clark at less than the prescribed rate for the week ending 20th March, 1926, he being a pastry-cook, whose working hours began at 6 p.m.	... ...	...	do. do. do.
80/26	Do.	Ronald J. Murray...	Agreement, No. 31 of 1925: Employing Mabel Bodimer during week ending 23rd January, 1926, on overtime in excess of the maximum permitted, without making payment for such overtime	Fined £1 and costs, and ordered to pay £14 15s. wages due	13-5-26	
81/26	Do.	Do.	Agreement, No. 31 of 1925: Failing to allow Mabel Bodimer three weeks annual holiday, together with the prescribed board and lodging allowance after the completion of twelve months' service, ending 23rd January, 1926	Fined 1s. and costs, and ordered to pay £9 13s. 6d., wages due	13-5-26	
82/26	Do.	do.	Agreement, No. 31 of 1925: Employing Mabel Bodimer on a longer spread of shifts than prescribed during week ending 23rd January, 1926	... ...	...	Withdrawn at hearing, 13th May, 1926.
83/26	Do.	do.	Agreement, No. 31 of 1925: Employing Mabel Bodimer during week ending 23rd January, 1926, on a longer daily spread of shifts than prescribed	... ...	...	do. do. do.
84/26	Do.	Do.	Agreement, No. 31 of 1925: Failing to allow Mabel Bodimer a full day off duty during week ending 23rd January, 1926	Fined 1s. and costs ...	13-5-26	
85/26	Do.	do.	Agreement, No. 31 of 1925: Employing Mabel Bodimer during week ending 23rd January, 1926, for a period of 67½ hours, contrary to Clause 3 of Agreement	... ...	...	Withdrawn at hearing, 13th May, 1926.

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
64/26	Inspector W. Goodridge	Drew Robinson & Co.	Agreement, No. 5 of 1925: Employing N. Groves at less than the prescribed rate during the period 13th November, 1925 to 26th February, 1926	Fined 5s. and costs, and ordered to pay £1 10s. wages due	18-5-26	
65/26	Do.	do.	Agreement, No. 5 of 1925: Employing C. Roberts at less than the prescribed rates during the period 20th January, 1925, to 20th February, 1926	Fined £1 and costs, and ordered to pay £14 6s. wages due	18-5-26	
66/26	Do.	C. Roberts ...	Agreement, No. 5 of 1925: Working for Drew, Robinson & Co. at less than the prescribed rates during the period 20th January, 1925, to 20th February, 1926	Fined 5s. and costs ...	18-5-26	
67/26	Do.	N. Groves	Agreement, No. 5 of 1925: Working for Drew Robinson & Co. at less than the prescribed rates during the period 13th November, 1925, to 26th February, 1926	Fined 5s. and costs ...	18-5-26	
166/26	Inspectress M. C. Gibson	Jeanetta Grant and Sis Loffman	Agreement No. 34 of 1924: Employing Annie Coombs at less than the prescribed rates for the week ending 19th February, 1926	Fined £2 10s. and costs and ordered to pay £2 14s. wages due	24-5-26	
167/26	Do. do. ...	do. ...	Agreement No. 34 of 1924: Terminating the engagement of Annie Coombs on the 26th February, 1926, without having given one week's notice	Fined £2 10s. and costs	24-5-26	
168/26	Do. do. ...	Bon Marché, Ltd.	Agreement No. 10 of 1921: Employing Yeeda Carter at less than the prescribed rates for the week ending 10th February, 1926	Fined 5s. and costs	24-5-26	
162/26	Do. do. ...	Philip Loffman ...	Agreement No. 10 of 1921: Employing Valerie Lynch at less than the prescribed rates for the week ending 17th April, 1926	Fined 5s. and costs and ordered to pay £27 6s. 7d. wages due	17-6-26	
163/26	Do. do. ...	M. Morris, H. S. Zeffert and L. Oberman	Agreement No. 52 of 1925: Employing Mavis Bourke at less than the prescribed rate for the week ending 25th March, 1926	Fined £1 and costs ...	17-6-26	
165/26	Do. do. ...	do. ...	Agreement No. 52 of 1925: Failing to pay Mavis Bourke for Good Friday and Easter Monday	Fined £1 and costs ...	17-6-26	
164/26	Do. do. ...	do. ...	Agreement No. 52 of 1925: Employing junior workers contrary to Clause (9 c) during the period 1st October, 1925, to 31st March, 1926	Fined 5s. and costs ...	25-6-26	
169/26	Do. do. ...	Parker's, Ltd. ...	Agreement No. 10 of 1921: Employing Ivy Jones at less than the prescribed rates for the week ending 12th February, 1926	Fined 5s. and costs ...	17-6-26	
214/25	Meat Industry Employees' Union Industrial Union of Workers, Perth—W.A. Branch Australasian	Walker & Holmes	Award No. 14 of 1922: Allowing R. Little to be on the premises and working after 1·15 p.m. on Saturday, 17th October, 1925	Fined 5s. and costs ...	1-4-26	
221/25	Do. do. ...	F. C. Lange & Co....	Award No. 14 of 1922: Failing to keep or cause to be kept, a record of the number of animals killed each day and the amount of overtime worked, if any	Fined £5 and costs ...	1-4-26	Owing to the fact that the defendant appeared in another Court in mistake, this application was re-heard on the 22nd April,1 926. The Magistrate however, came to the conclusion that he could see no reason why he should alter the penalty previously imposed. For decision see page 128.
26/26	Do. do. ...	C. T. Collins ...	Award No. 14 of 1922: Being on the premises of J. Anderson and working before the prescribed hour on Wednesday, 3rd February, 1926	Dismissed with costs	1-4-26	
218/25	Do. do. ...	C. Slattery ...	Award No. 14 of 1922: Employing F. Wilson as an apprentice without the prescribed number of journeymen	Fined £1 and costs ...	20-4-26	
223/25	Do. do. ...	Phillips & Co. ...	Award No. 14 of 1922: Failing to keep a record of the hours worked by and the wages paid to W. Ridley for the week ending 11th December, 1925	Fined £2 10s. and costs	20-4-26	
224/25	Do. do. ...	— Dewan	Award No. 14 of 1922: Employing F. Walmsley at less than the prescribed rates, he not being a registered apprentice	Dismissed with costs	20-4-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
62/26	Meat Industry Employees' Union Industrial Union of Workers, Perth — W. A. Branch, Australasian	A. Vial	Award No. 14 of 1922: Failing to keep a record of the hours worked by and the wages paid to E. Salmon	Fined £1 and costs ...	22-4-26	
63/26	Do. do. ...	do.	Award No. 14 of 1922: Employing E. Salmon at less than the prescribed rates	Fined £1 and costs and ordered to pay £30 wages due	22-4-26	
54/26	Do. do. ...	A. B. Clancy ...	Award No. 14 of 1922: Allowing A. Barwick to be on premises before 5 a.m. on Saturday, 13th March, 1926.	Fined £1 and costs ...	29-4-26	
55/26	Do. do. ...	do.	Award No. 14 of 1922: Failing to keep a correct record of the hours worked by A. Barwick on Saturday, 13th March, 1926	Fined £1 and costs ...	29-4-26	
179/26	Do. do. ...	Emery Bros. ...	Award No. 14 of 1922: Failing to keep a record of the hours worked by and wages paid to T. Hunt for a period ending 17th April, 1926	Fined £1 and costs ...	25-6-26	
204/25	Painters and Decorators' Industrial Union of Workers, Perth—The Operative	J. H. Inverarity ...	Award No. 4 of 1924: Failing to keep a record of the time worked by R. W. Kirk on the 6th November, 1925	Fined 5s, and costs ...	1-4-26	The defendant contended that the nature of the glazing work performed by Kirk was covered by the Furniture Trades' Award and not the Painters' Award. This plaint was overruled by the Magistrate.
205/25	Do. do. ...	do.	Award No. 4 of 1924: He employed R. W. Kirk on the 6th November, 1925, at less than the prescribed rates	Fined 1s. and costs ...	1-4-26	
206/25	Do.	F. C. Woolley ...	Award No. 4 of 1924: Neglecting to keep a record of the time worked by his employees during the period 24th August, 1925, and 13th November, 1925	Fined £2 and costs ...	1-4-26	
93/26	Do. do. ...	Charles Maynard ...	Award No. 4 of 1924: Neglecting to keep a record of the time worked by George Halls on the 23rd March, 1926	Dismissed—no order as to costs	24-5-26	
161/26	Printing Industry Employees' Union of Australia Industrial Union of Workers, Perth—Western Australian Branch of the	Sands & McDougall, Ltd.	Award 18 and 19 of 1922: Failing to pay C. Whitehead the double-time rate prescribed for bronze work during the period 1st September, 1925, to 30th March, 1926	Fined 10s. and costs and ordered to pay £4 4s. wages due	25-5-26	It was contended by defendant that machine bronzing on which Whitehead had been employed was not contemplated at the time of the award. The Magistrate, however, ruled that as the literal construction of the clause of the award in question included all bronze work he would have to record a conviction.
197/26	Superphosphate and Chemical Works Industrial Union of Workers—Metropolitan	Mount Lyell Mining and Railway Co., Ltd.	Agreement No. 38 of 1925: Employing P. J. Quinn and others on overtime in excess of prescribed limit of twelve hours during weeks ending 14th April, 1926, and 13th January, 1926	... ...	...	Referred to the Court of Arbitration for interpretation on the 25th June, 1926. Cases pending.
198-200	Do. do. ...	P. J. Quinn and others	Agreement No. 38 of 1925: Working overtime in excess of prescribed limit of twelve hours during weeks ending 14th April, 1926, and 13th January, 1926	... ...	...	do. do.
201/26	Do. do. ...	Cuming, Smith, & Co. Pty., Ltd.	Agreement No. 38 of 1925: Employing J. Lawson and others on overtime in excess of prescribed limit of twelve hours	... ...	...	do. do.
202-258/26	Do. do. ...	J. Lawson and others	Agreement No. 38 of 1925: Working overtime in excess of prescribed limit of twelve hours	... ...	...	do. do.

Before H. D. Moseley, Esq., Industrial Magistrate, Northam.

6/26	Inspector C. J. Cooke	Mamie Bouchier ...	Agreement No. 28 of 1924: Employing Mary Taylor at less than the prescribed rates during the period 30th April, 1925, to 24th November, 1925	Fined £1 and costs 6s. 6d., and ordered to pay £21 wages due	5-5-26	
7/26	Do. do. ...	Bert Mills	Agreement No. 28 of 1924: Employing Edith Meadows at less than the prescribed rates during the period 13th June, 1925, to 26th September, 1925	Fined £1 and costs 6s. 6d., and ordered to pay £11 5s. wages due	5-5-26	
8/26	Do. do. ...	Annie Appleton ...	Agreement No. 28 of 1924: Employing Molly O'Brien at less than the prescribed rates during the period 30th June, 1925, to 24th November, 1925.	Fined £1 and costs 6s. 6d., and ordered to pay £15 15s. wages due	5-5-26	

APPLICATION FOR ENFORCEMENT.

(Award No. 10 of 1923.)

Nos. 33, 34, and 35 of 1926 (Files 2844, 2845, and 2846).

Charge.—Employing Archie Emeller as a brassfinisher at less than the prescribed rates for the week ending 20th February, 1926.

Similar charges in respect to C. Vann and Emille Samelowitz.

Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers

v.

George Hill and Co.

25th March, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. H. V. Symons appeared for the complainant association.

Mr. L. L. Carter appeared for the defendant.

1st April, 1926.

Reserved Decision.

Mr. CRAIG: The complaints in these three cases deal with breach of Award No. 10 of 1923, in that the defendants employed Emeller and two others in the work of a brass finisher and did not pay them the rate prescribed in the award for the week ending 20th February, 1926. The rate of pay prescribed by the award for work of that kind is £5 7s. 4d., less 5s., a reduction due to the quarterly adjustment, as provided in Clause 8 of the award. The facts disclose that the witness Symons on the 22nd February entered the workshop and saw Emeller using a file on brass fittings. It was a sewer connection and he was using a file and a three-cornered scraper. Those are instruments or tools used by brass finishers, according to the evidence.

I am of the opinion that the charges have been proved. Without going into the difficult question of deciding what work belongs to brass finishers and what work does not, I think that the complainant, having once established the fact that in that particular industry somebody is doing some work which is provided for by the award, the onus is thrown upon the employer to show what he is doing there and how he comes to be there. I think it is idle for the employer to contend that he is outside the award, especially in view of the evidence or information given by the minutes. On page 44 of the minutes very strong objection was taken to the employment of any juniors in this industry, and after hearing the arguments the Arbitration Court decided what junior workers could be employed and specified them.

In my opinion the assembling of finished articles has nothing to do with core making; and it is only under the provisions of the Moulders' award that boys of that age can be employed at all. They were only getting 15s. per week. As I said, I am not satisfied that the employers have discharged the onus put upon them of explaining satisfactorily to me what these juniors were doing there.

APPLICATION FOR ENFORCEMENT.

(Award No. 14 of 1922.)

No. 26 of 1926 (File 2837).

Charge.—Being on the premises of J. Anderson and working before the prescribed hour on Wednesday, 3rd February, 1926.

West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth,

v.

C. T. Collins.

1st April, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. G. J. Keith appeared for the complainant union.

Mr. H. B. Jackson appeared for the defendant.

20th April, 1926.

Reserved Decision.

Mr. CRAIG: The decision in this case involves the consideration of two questions, namely: (a) does the Industrial Arbitration Act, 1912-25, extend to relationships other than that of employer and worker, and (b) was the relationship between Anderson and the defendant in connection with the transaction which forms the subject matter of the complaint in these proceedings, that of employer and worker.

As to the first question, it has already been the subject of judicial decision in the case of the Coastal Districts Timber Hewers' Union *v.* Millar's (reported in vol. 22, W.A.L.R., at page 27, Industrial cases). It was then held by His Honor, Mr. Justice Burnside, President of the Arbitration Court, that the Arbitration Act deals entirely with the relationship of employer and worker and that the Arbitration Court has no power to interfere with people who do not stand in that relation. That decision was given in 1906 under the old Act and is still valid. Although the interpretation of "worker" in section 4 of the Consolidated Act is very wide, I am satisfied that the definition does not include any relationship other than that of employer and worker, in other words, master and servant.

With reference to the second question, which is purely one of fact, the onus of proving the alleged breach of award, and, incidentally, that the relationship between Anderson and the defendant was that of employer and worker, is on the complainant, and he has failed to discharge that onus. On the contrary, the evidence shows that the defendant was an independent contractor and that on the occasion of the alleged breach was engaged in work in pursuance of his contract with Anderson, a contract for service, not a contract of service.

I find as a fact, therefore, that the relationship between Anderson and the defendant was not that of employer and worker and that the defendant is not guilty of the alleged breach. I dismiss the application with costs to be paid by the complainant union to the defendant.

APPLICATION FOR ENFORCEMENT.

(Agreement No. 24 of 1925.)

No. 112 of 1926 (File 2924).

Charge.—Neglecting to pay an employee, Wm. Levett, overtime pay due for period 2nd November, 1925, to 10th April, 1926.

Perth, Fremantle, and Suburban Bread Carters' Industrial Union of Workers,
v.
Theo. Hansen.

9th June, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. W. H. Dunphy appeared for the complainant union.

Mr. N. P. Lappin appeared for the defendant.

17th June, 1926.

Reserved Decision.

Mr. CRAIG: With reference to the objection raised by Mr. Lappin, counsel for defendant, that the Industrial Arbitration Act Amendment Act, No. 50 of 1925, which substituted the words "twelve months" for "three months" in section 126 of the principal Act (now section 153 of the Consolidated Act), has no retrospective effect, I have arrived at the following conclusions:—

Section 153 of the Industrial Arbitration Act declares the rights of workers and corresponding liabilities of employers in regard to wages payable in accordance with industrial awards and agreements, and provides a remedy for enforcing those rights by action brought in a Court of *competent jurisdiction* provided such action be commenced within twelve months from the time when the cause of action arose. Now if a worker who is entitled to payment of wages by an employer under the provisions of Section 153 neglects to bring his action for recovery of same in a Court of competent jurisdiction within the time limited by that section, his right to payment is not extinguished although his remedy by action is no longer available for him by reason of his own neglect and the limitation. He cannot recover those wages by means of an action in any Court, but if he can obtain payment by any other lawful means he is perfectly entitled to do so.

This Court is not a Court of competent jurisdiction within the meaning of Section 153. These proceedings are brought by the Union of which the worker, Levett, employed by defendant, is a member by way of complaint for breach of an Industrial Agreement under Section 97 of the Act, and it is a matter entirely within my discretion whether or not the amount which should have been paid by the defendant to the worker, Levett, in accordance with the Industrial Agreement should be added to the penalty for such breach as provided in Subsection 5 of Section 97.

I am of opinion, however, that I should be establishing a precedent which would have the effect of defeating the object the Legislature had in view in limiting the time for bringing such actions, if I were to permit this Court to be used as a means of recovering wages, which by the neglect of the workers themselves, they would otherwise be debarred from recovering by means of an action in a Court of competent jurisdiction. I think, therefore, before determining what amount of wages I should order the defendant to pay to such worker as an additional penalty I should first consider whether or not Section 153 has a retrospective effect.

Up to the 31st December, 1925, the date on which the amending Act came into force a worker had both a right to payment of wages in accordance with industrial awards and agreements and also a remedy for enforcing payment by action provided be brought such action within three months from the time the cause of action arose. There is nothing in the amending Act to indicate that it was the intention of the Legislature to make it retrospective with respect to those rights and remedies, and I must reard the provisions of "The Interpretation Act, 1918," which provides in effect that rights and remedies for enforcing those rights and liabilities existing at the time a repealing statute comes into force are not to be effected by such repeal unless the contrary intention appears. I do not agree with counsel for the complainant union that a right of action is a mere matter of procedure, and not such a right as is contemplated by the Interpretation Act in its saving clauses, and therefore hold—though I will admit not without some doubt—that the section in question (153) has no retrospective effect so as to revive rights, remedies or liabilities extinguished or expired at the time it came into force.

I therefore adjudge defendant guilty of the offence alleged in the complaint and fine him a sum of 5s. and order him to pay costs of these proceedings and also order him to pay the worker, Levett, the sum of £24 7s. 9d., being the difference between the amount paid to him for wagas and what should have been paid to him by defendant under the agreement for the period from the 31st December, 1925, to the 10th April, 1926.

APPLICATION FOR ENFORCEMENT.

(Agreement No. 10 of 1919.)

No. 100 of 1926 (File 2912).

Charge.—Failing to pay an apprentice, H. Anthony, prescribed rate of wages between the dates 6th April, 1926, and 12th April, 1926.

The United Furniture Trades Industrial Union of Workers, Perth, W.A.
v.
W. Zimpel, Ltd.

22nd June, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. W. H. Dunphy appeared for the complainant union.

Mr. L. L. Carter appeared for the defendant.

29th June, 1926.

Reserved Decision.

Mr. CRAIG: Before giving a decision in this case I should like to know whether there was any industrial agreement in existence at the time the apprenticeship agreement was entered into.

Mr. DUNPHY: The apprenticeship agreement disclosed that. It was entered into during the period of the industrial agreement.

Mr. CARTER: Yes, in 1922 an agreement was entered into. That agreement was 47/1920. It has expired or rather it has been retired from.

Mr. CRAIG: The defendant is charged with a breach of Award No. 12/21 in that, between the 6th and 12th days of April, 1926, he failed to pay one, H. Anthony, an apprentice in his employ, wages as prescribed in the said award. Before the award was made there was an industrial agreement in force, No. 10/19, dated 16th June, 1919, which was amended on 23rd

September, 1920, and declared a Common Rule. Defendant registered the said apprentice under the original industrial agreement, and on the 12th of May, 1922, whilst the said agreement was still in force, entered into a contract of apprenticeship with the said apprentice. This contract provides, *inter alia*, that if the said apprentice shall from any cause whatever, illness or otherwise, be absent from the service of his said master without first having obtained his permission so to do, the said apprentice shall not be entitled to receive any wages for the time he shall be absent as aforesaid.

The apprentice was absent from the service of his employer for the period mentioned in the complaint, through illness, but did not first obtain the consent of defendant to be absent. The defendant neglected or refused to pay the said apprentice the wages as prescribed in the award for the period during which the apprentice was absent as aforesaid.

Mr. Carter, on behalf of the defendant, contends that there is nothing in the apprenticeship contract which in any way varies or conflicts with the provisions of the original industrial agreement or the award, and that, in any case, the express contract protects defendant in this instance.

On behalf of the complainant, Mr. Dunphy contends that, although neither the original industrial agreement nor the award provides expressly for payment of wages during the absence of an apprentice through illness, the provisions of the common law are by implication embodied in the said agreement and the award, which provide for the payment of wages weekly. He referred to the provisions of Section 97 and 153 of "The Industrial Arbitration Act, 1912-25."

At the time the contract of apprenticeship referred to was entered into there was an industrial agreement in existence, which provided that certain wages should be paid to apprentices at stated weekly rates, and this provision carried the usual implication of the common law, viz., that if the employee is temporarily absent through illness he is still entitled to his full weekly wages. The last paragraph of the contract of apprenticeship purports to vary the provisions of the original industrial agreement and the award, the provisions of which with respect to apprentices are, save with respect to the weekly amount of wages payable, identical with the provisions of the said industrial agreement. That portion, therefore, of the contract of apprenticeship, which provides that if the apprentice shall be absent from his service through illness without first having obtained his master's permission so to do he shall not be entitled to recover wages from his master, is null and void, and the neglect or refusal by defendant to pay the said apprentice for the period that he was absent through illness, namely, 6th to 12th April 1926, constitutes a breach of the award. Apart from the provisions of Section 153 of the Act, abundant authority for the conclusion I have arrived at will be found in cases decided in other Courts. I refer to the cases: *Quill v. Brunton* (No. 2), 1921, A.R. 44, and *Beard, Watson, Ltd. v. Hickey*, 1924, A.R. 11, N.S.W.

I therefore convict defendant of the offence charged, and fine him a sum of five shillings with costs.

APPLICATION FOR ENFORCEMENT.

(Award No. 8 of 1921).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 37 of 1926. (File 2848.)

Charge:—Failing to pay away-from-home allowance to Head Shunter C. H. P. Nind in accordance with Clause 8, Subclauses (a) and (b), and Clause 10, Subclause (e) of Award No. 8 of 1921, between the 14th July and 12 October, 1925, dates inclusive.

The West Australian Amalgamated Society of Railway Employees' Industrial Union of Workers.

v.

The Commissioner of Railways.

13th April, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. C. Haynes appeared for the Union.

Mr. E. Thomas appeared for the Commissioner.

This matter was referred to the Court on the 24th March, 1926, by H. J. Craig, Esq., Industrial Magistrate.

The Court was asked to determine the following question:

> "Whether under Clause 10, Subclause (e) of Award No. 8 of 1921, Head Shunter C. H. P. Nind is entitled to be paid away-from-home allowance as provided for in Clause 8 of the said Award for the period that he was stationed at Midland Junction?"

Reserved Decision.

(22nd April, 1926.)

RESERVED DECISION.

The PRESIDENT: This is an application by the Western Australian Amalgamated Society of Railway Employees for enforcement of the award against the Commissioner of Railways, as defendant, in respect of the following breach, namely, that he (the Commissioner) failed to pay away from home allowance to head shunter C. H. P. Nind in accordance with Clause (8), Subclauses (a) and (b), and Clause 10, Subclause (e) of the award, between the 14th July and the 12th October, 1925, dates inclusive.

This application originally came on for hearing before Mr. Craig who, considering it involved an interpretation of the award, referred it to this court. The court decided to hold the matter over for a while in order that the court might consider the second paragraph of Section 101 of the Act. Under that section the power and jurisdiction of the court in certain matters and things are conferred upon Industrial Magistrates. The proviso is as follows:—"If in any proceedings before an Industrial Magistrate a question of interpretation of an industrial agreement or award shall arise, it shall be referred to the court." The court considers the most convenient way of dealing with these matters is for the Magistrate to proceed with the hearing until a question of interpretation arises. When I say "a question of interpretation" I mean a genuine question of interpretation, because in most applications for enforcement interpretations must necessarily come in incidentally. As soon as a genuine question of interpretation arises the Magistrate would, as he did in this case, cease to deal further with the case and send it on to the court. This court can consider the evidence given or re-hear the same, as the parties may decide, and any further evidence, and decide the matter without going through the rather unnecessary proceeding of requiring the Magistrate to state a case for the opinion of the court, in order that the court may give its opinion, and then remit the case back to the Magistrate for his decision. The Court has therefore decided to deal with this matter direct on the evidence given before the Magistrate. That being the case, the facts admitted in evidence are: Nind was a head shunter at Fremantle. On the 13th July, 1925, he ceased duty at Fremantle, and on the 16th July, 1925, commenced duty at Midland Junction. On the 10th October, 1925, he ceased duty at Midland Junction, and he was transferred to

Northam on the 14th October, 1925. He therefore put in at Midland Junction three months, except a few days. Under the award a worker is required to get 10 days' notice of intention to transfer him, and Nind actually received that notice. It was posted up. It is also admitted in evidence that he received the transfer allowance provided for by the award, as for a permanent transfer, when he proceeded to Midland Junction. Nind also admits in his evidence that he filled a permanent position at Midland Junction. Again, he admits he looked upon Midland Junction as his home station while he was there; and further that if the department had not made the payment of his transfer expenses to Midland Junction he would have applied for them. Prior to completing the full term of three months (he was a couple of days short) he was promoted to Northam. Now, it is claimed that in these circumstances the Commissioner should pay to Nind the away from home or lodging allowance mentioned in Subclause (e) of Clause 10 of the award, which reads as follows:—"A worker shall not be transferred for a less period than three months. If required to work temporarily at another depot for relief or other purposes for a less period he shall be paid lodging allowance as per Clause 8." Now, Clause 8 deals with what is called the away from home allowance. The very words themselves imply that the worker has a home and that he is obliged, through his duties, to go away from that home for some time; and as a consideration for doing so he receives a certain allowance, which is set forth in Clause 8. The following phrases in Clause 8 again fully illustrate the meaning of that clause:—"The following allowances shall be granted to workers in Part 1 who are *booked off or temporarily lodging away* from their home station." It will be noticed that the clause uses terms which imply a temporary absence from home—"booked off or temporarily lodging away." Again, further down, Subclause (d) of Clause 8, says:—"A worker booked off or temporarily lodging away from 'home' station in a district carrying a higher allowance than his 'home' station shall receive the higher district allowance." Again the same phraseology is used, "booked off or temporarily lodging away." In Subclause (h) the following words appear:—"Any worker other than a guard who is not temporarily lodging away from his home station . . . . ," The word "temporarily" is again used. In construing Clause 8, therefore, one has to bear in mind the idea of "temporary," as running throughout the whole of the clause—temporary absence from home, booking off, temporary lodging away from home, a home accepted as such, a home where the worker usually resides and which he looks upon as his permanent place of residence.

Clause 10 of the award deals with transfers and transfer allowance. The word "transfer" is here used in the sense apparently of a permanent transfer of a worker from one place to another; that is, a transfer where he leaves his home or residence in one place and acquires a home or residence in another place. The clause says, 'Where any transfer is ordered by the department, the worker transferred shall not lose his right of appeal against the transfer." A different remedy is provided: the worker has a right of appeal against the transfer. Then again, "A worker transferred from one station to another over one mile distant involving a change of residence shall" (using the words 'change of residence') receive certain things, including actual travelling and waiting time up to a maximum of eight hours per day. No overtime rate shall apply. This clause applies to the case where a worker is transferred for an indefinite period, a period that so far as the department is aware and so far as the worker is aware may continue on indefinitely. Now in Subclause (e) of that clause there is imported matter which, so far as one can see, would have been much better the subject of a separate clause altogether, because it deals with something other than what is termed "permanent transfer." It says, "A worker shall not be transferred for a less period than three months. If required to work temporarily at another depot for relief or other purposes for a less period, he shall be paid lodging allowance as per Clause 8." The same clause that deals with permanent transfers deals also with what might be more properly termed a temporary transfer, because it refers to work at another depot for relief or other purposes. It is under this rather badly placed subclause that the claim is made, and what the court has to consider is this: does Nind come within the provisions of Subclause (e) of Clause 10? We do not know that his home was at Midland Junction. His residence was there, and he was put in a permanent position. We do not know that he received the necessary notice and received the necessary travelling allowance as in the case of a permanent transfer. We also know that before he was there the full three months he was promoted to another position in another place. Do these words apply to him, "If required to work temporarily to another depot for relief or other purposes?" The words "other purposes" must be considered *ejusdem generis* with "relief," relief or similar puryose. Not only is there nothing to show that Nind was not transferred temporarily to another depot, namely, Midland Junction, for relief or for similar purposes, but the whole evidence is that his transfer there was permanent. That being the case, I hold that he does not come within the requirements of Subsection (e) so as to entitle him to lodging allowance or to the away from home allowance.

Mr. SOMERVILLE: I do not agree with His Honour's decision in this case. An exactly similar case came before the court a short time since, and when the decision in that case was announced I used these words:—

> "With regard to the proper interpretation of Clause 10 (e), there is not any doubt in my mind as to its meaning. As to the first sentence there is no room for any difference of opinion. Any difficulty there may be arises out of the use of the word 'temporarily,' in the second sentence. In my opinion the meaning does not depend in any way upon what the department intended when the transfer was made. They may intend the transfer to last for years. It may have been to enable the person affected to obtain promotion, but if as a fact the transfer does not last for three months, then the worker is entitled to the lodging allowance."

I may add to that a few words as to the origin of this clause. To transfer a married man from one station to another means loss and expense. He has to root up his home, as it were, and shift it in some cases to a great distance, and the loss entailed is very inadequately met by the transfer allowance prescribed by the award.

Clause 10 (e) first appears in railway awards in the award of 1922. Prior to its enactment there was no restriction on the right of the Commissioner to transfer; the only matter to be considered was the convenience of the department. This led to cases of hardship, to remedy which Subclause (e) of Clause 10 was enacted. If Mr. Thomas's contention is upheld, as it is by this decision, then the clause would be robbed of its remedial effect, for it would be possible to transfer a man many times in three months and yet escape the payment. I do not suggest, of course, that the department would adopt such a course. I state the extreme case in order to test the meaning of the words used.

I see no conflict between the two clauses which form Subclause (e) of Clause 10. If a transfer which is intended to last for some time is terminated in less than three months, then the worker has been required to work temporarily at another depot, and is entitled to the away from home allowance.

Mr. BLOXSOME: I agree with the decision as announced by His Honour the President. The whole point involved is the interpretation of Subclause (e) of Clause

10, which reads: "A worker shall not be transferred for a less period than three months. If required to work temporarily at another depot for relief or other purposes for a less period, he shall be paid lodging allowance as per Clause 8." It is perfectly evident in this case that Nind was not required to work temporarily at another depot for relief or other purposes, and that is the case in which he would be entitled to the away from home allowance, and consequently he cannot in my opinion claim it. He was transferred to a permanent position. If the position to which he had been transferred was not of a permanent character then I think it would have made a considerable alteration in the decision. I do not think the Commissioner has the right under that clause to transfer a man to a position which is in itself temporary, but where the position is permanent the man cannot be transferred to it temporarily for the purpose of relief or for other purposes. That might occur, of course, where a position is temporary, but then it would be temporary only, but this case was not so. Nind was transferred there permanently, and was subsequently removed from that position and re-transferred within the three months. I do not think, therefore, that Nind can collect the away from home allowance.

The PRESIDENT: The application is dismissed.

APPLICATION FOR ENFORCEMENT.

(Award No. 8 of 1921.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 38 of 1926. File 2849.

Charge: Failing to comply with the provisions embodied in Clause 16 (a) of Award No. 8 of 1921, in respect to Car and Wagon Examiner M. Kenna, of Midland Junction, in relation to holiday pay due to the worker mentioned for the year ending 30th June, 1925.

The West Australian Amalgamated Society of Railway Employees' Industrial Union of Workers

v.

The Commissioner of Railways.

26th April, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. C. Haynes appeared for the Union.
Mr. E. Thomas appeared for the Commissioner.

This matter was referred to the court on the 24th March, 1926, by H. J. Craig, Esq., Industrial Magistrate.

The court was asked to determine the following question:—

> "Is Car and Wagon Examiner Michael Kenna entitled to be paid £8 18s. 8d. or £9 14s. 10 10/11d. under the provisions of Clause 16 of Award No. 8 of 1921 for period of leave commencing 7th December, 1925, and terminating 19th December, 1925, both days inclusive?"

RESERVED DECISION.

(28th April, 1926.)

The PRESIDENT: This is an application by the West Australian Amalgamated Society of Railway Employees against the Commissioner of Railways for enforcement of award No. 8/1921 in which the breach alleged is as follows:—That he (the Commissioner) failed to comply with the provisions embodied in clause 16, subclause (a), of the said award in respect to car and wagon examiner M. Kenna, of Midland Junction, in relation to holiday pay due to the worker mentioned for the year ending 30th June, 1925.

Now, Kenna is a member of the union, the W.A. Amalgamated Society of Railway Servants, and as such he has participated in the benefits and advantages of the change over from 48 to 44 hours made in October, 1925. When the change over was made one would have thought that the awards connected with the terms of employment of the workers and the employer, the Commissioner of Railways, would have been overhauled to see if they required amendment in any direction. This, however, was not done, probably for reasons which will appear later on.

It appears that about 1919 a similar change over from 48 to 44 hours was made in respect of a number of other railway employees employed by the Commissioner, and in the award which governed the conditions of employment of the other employees there was a similar clause as regards holidays to clause 16 in the award under which Kenna was working.

In 1919 when the first change over was made the awards were not overhauled to see if they required amendment or variation. Evidence was called in Kenna's case to show how the other awards with holiday clauses similarly worded had been construed and worked out in operation during the period 1919 to 1925. This evidence was admitted and very properly admitted.

The same question, or approximately the same question, arose in 1919 as arose in October, 1925. The position was in both cases that awards were in force, or agreements (it does not matter which), in which a similar holiday clause appeared, and up to the date of the change over no trouble whatsoever was experienced in construing this holiday clause, or interpreting it. Apparently the parties, the court and everybody thought there was no difficulty whatsoever in construing it, and as a matter of fact I believe there was no difficulty prior to the change over. Therefore it seems to me that this is not in either case a question of interpretation at all, but it resolved itself, both in 1919 and in 1925 into, if anything, an application for a variation or amendment to be in accord with the state of facts brought into being by the alteration of the weekly hours from 48 to 44.

When you bring new facts in, and new circumstances arise that were not at all contemplated at the time the award was made, then the fresh element introduces at once fresh and new considerations. It is not a case of interpreting the old award but of varying it or amending it, if necessary, to meet the new and altered conditions.

Now we find as an admitted fact, that from 1919 and for many years afterwards, notwithstanding these new conditions, the interpretation of the award offered no difficulties whatsoever to the parties concerned. The award stated that "Every worker shall after twelve months' continuous service be granted twelve days' leave on full pay each year. The Railway Department for years construed that, or interpreted it, to mean that when an employee went on leave he was entitled to receive twelve full days' pay, that is payment in accordance with the rates here mentioned in clause 18 which is phrased as follows:—"Rates of pay—the minimum rate of pay shall be as follows, porter, etc. (mentioning the avocation), per day of 8 hours." Then follow the amounts which they received. That set of circumstances continued right throughout until somewhere about 1924, when the Commissioner apparently thought that the construction placed upon the section by himself and his officers—as of course the construction placed upon it by

responsible officers must be looked upon as the construction placed upon it by himself—was perhaps giving too generous treatment to the men, and it was questioned.

An application was made for interpretation, which, I consider, was not the proper application to make, as it should have been an application for variation or amendment. That application was not pursued for certain reasons, but the fact remains that it was not pursued. The fact also remains that the Railway Department could have then, as they did in this case, refused to pay the larger amount which the men had hitherto received and pay only the smaller amount. In that case the union concerned could have applied, as the union in this case has, to the court for enforcement, and the matter could have been dealt with. But nothing was done and the interpretation of the administrative staff officers of the Railway Department remained the same down to the time when this case arose.

The court cannot blind itself to the fact that this interpretation placed upon it by the parties for all these years is a matter of considerable importance. In another court it might raise the question of the effect of a custom upon a contract or undertaking, or the effect of estoppel between the parties. However, even in this court, we must give consideration to an interpretation lasting about six years and acquiesced in by both sides when that interpretation is a possible and reasonable one.

The question naturally arises, and necessarily does arise in such a case as this, "Was this interpretation a reasonable one," such, for instance, as the court would not have objected to, because, of course, the court cannot tolerate parties putting any interpretation they like upon a clause in an award, otherwise the functions of the court would possibly be nullified. Now, when we read the clause in full we find that this is an interpretation which the parties could reasonably place on this section. First of all the leading clause, or subclause of clause 16, says, "12 days' leave on full pay." It does not say 12 consecutive days on full pay." It refers also to the rates of pay, and that brings us to clause 18 which I have already quoted. Then by subclause (e) it says "every worker after six months' continuous service shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the 12 months. Now, assuming a worker has had six months, and six months only, of continuous service, he would then be entitled to six days' leave on full pay. What does this "six days' leave on full pay" mean? Does it mean, as it is contended by the Commissioner in the present case, five and a-half days or six days? The department has construed it up to the present to mean six days on full pay, and the construction put on it by the department is such as reasonable persons would put on it.

Look at subclause (h):—

> Any worker who may resign or be dismissed from the service for any cause other than for peculation shall be entitled to receive payment for any holidays which may have been due up to the time of leaving the service; provided always, that if the worker has been dismissed for peculation, no claim for holidays shall be recognised."

Leaving aside this question of peculation, if a worker gives two months' service, coming within this clause he is entitled by clause 16 (a) to two days' leave on full pay; three months' service, three days' leave on full pay; four months' service, four days' leave on full pay, and so on. In the case of a worker like that, it is obvious that he would have received a full day's pay for each of these days. Therefore again I say the construction placed upon this clause by the departmental officers was a construction which could reasonably be placed upon it. I do not say that it was a construction that I would have placed upon it, in the altered circumstances, but it is the construction placed on it by the departmental officers for six years, and it was not questioned until the present application was made, except for the abandoned application of 1924.

Now the Commissioner is seeking to place a construction upon it which could have been placed upon it had the clause been worded as follows:—"An employee on completion of 12 months' service shall be granted a holiday of two weeks' duration for which he shall be paid two weeks at the rates specified in the award." Further alterations would be necessary, "Provided that where the employment is determined before the expiration of twelve months' service for any cause other than peculation on the part of the employee, such employee shall be granted a bonus of one-sixth of the weekly wage herein prescribed for each completed month's service with the employer: Provided further that every worker after six months' continuous service shall be entitled to the foregoing holidays or bonus as the case may be in the proportion which his period of service reckoned by completed months bears to the full period of twelve months." It is only necessary to read out the clause which should have been in it, to bear the Commissioner's construction, to show that the word "interpretation" is misleading in this case, and that nothing short of variation or amendment will meet the case of the Commissioner, in view of the interpretation which has been deliberately placed on it for many years. In the clause I have read out I have used the word "bonus" instead of "holidays" as it seems to me with reference to subclause (h) of 16 that to use the word "holiday" in the case of one or two days would be something of a misnomer. What the worker gets is really one or two days' pay, and the word "bonus" or "payment" is, in my opinion, the better term to use.

Therefore, for the reasons I have stated, I hold that an order for enforcement should be made in this case. A formal breach has been committed and Kenna should receive the balance due for holiday pay, between the amount he received, £8 18s. 8d., and £9 14s. 10d. that he should have received under the award as construed for six years by the departmental office staff.

Mr. SOMERVILLE: I agree with the decision. We are asked in this case to say what is meant by the words "12 days' leave on full pay." Mr. Thomas in his argument produced and stressed the meaning which had been given to the words in various letters and arguments. These are not of much importance, but an interpretation placed upon the words, which is of very great importance, is that which has been given by the accountancy officers of the department. This is what the union is asking to be retained. The accountancy officers of the department are highly skilled men, and an interpretation by them of an apparently simple sentence is not one which can be brushed aside lightly as a mistake. It is plainly one of which the sentence is capable without any straining. The words in the clause have not been framed by the court. I have traced them back to agreements of 1905, and consequently there is nothing extraneous to the award to enable us to get at what was intended. We must take the words used and nothing else, and I agree that they mean what the departmental officers read them as meaning for four years.

Mr. BLOXSOME: This is a case which presents some peculiarities, as it bears on the construction to be placed on the words "Every worker shall after 12 months' continuous service be granted 12 days' leave on full pay." It is true that the department has for some time construed that to mean 12 times the daily rate of pay for eight hours' work, but I am of the opinion that any construction placed on a clause in an award by any

party bound thereby should not affect the court when it is called upon to decide what the true meaning of the clause may be. Although I am of the opinion that it can be said that the reasonable construction for that clause is that the 12 days shall be 12 times the rate received by the employee for eight hours' work, I do not think that is the correct construction to be placed upon it. The wording is "12 days' leave on full pay," and as Kenna took the 12 days' leave consecutively he was properly paid 12 days on full pay. He was paid full pay for Monday, Tuesday, Wednesday, Thursday, and Friday, and he was paid the full pay he would have earned if he had been working on the Saturday, and again he was paid in a similar way the subsequent week, which made 12 days' leave on full pay. I am of the opinion that that is the correct construction, despite any other that may have been put upon it, that the clause bears. The construction now put upon it produces an anomaly, and for that reason should not be accepted unless no other construction is possible, the anomaly being that the worker is now to receive more money when he is on holidays than he would do if he was working. I think it is clear to all concerned that that was not the intention of the award. I do not say that anomaly would have much weight if the clause was clear and only one construction could be put upon it. But in this case two constructions could be put upon this clause, and as one produces an anomaly which it is clear was not intended, I am of the opinion that the proper construction is the one which will not produce such a curious anomaly.

I therefore do not agree with the decisions of my colleagues.

The PRESIDENT: There will be a purely nominal penalty of 1s. imposed in this case.

I desire to say that Mr. Thomas in his arguments pointed out every possible argument that could be adduced in support of the construction of the clause which he put upon it. I was very much struck with his very able argument, but it is particularly hard to displace a practice of six years.

APPLICATION FOR ENFORCEMENT.

(Industrial Agreement No. 65 of 1925.)

No. 51 of 1926. (File 2862.)

Charge: Neglecting to pay E. Caddy the wages prescribed in Clause 3 (a) of Industrial Agreement No. 65 of 1925 for the period commencing 23rd December, 1925, and ending 2nd March, 1926. The total amount of wages owing to the said E. Caddy being £6 5s.

West Australian Carters and Drivers' Industrial Union of Workers, Perth,
v.
The St. John Ambulance Association.

29th April, 1926.

Before H. J. Craig, Esq., Industrial Magistrate.

Mr. W. H. Dunphy appeared for the complainant.
Mr. M. Lavan appeared for the defendant.

RESERVED DECISION.

6th May, 1926.

INDUSTRIAL MAGISTRATE: The agreement for breach of which these proceedings are brought was entered into between certain owners of taxi cars and char-a-bancs and the W.A. Carters and Drivers' Union, and was declared a common rule by the court on 22nd December, 1925.

The defendant association is charged with a breach of this agreement in that it employed one Caddy as a taxi-car driver and did not pay him the rate of wages prescribed by the said agreement, viz., £4 12s. 6d. per week.

The evidence shows that the defendant association employed Caddy, who is over 20 years of age, at a weekly wage of £4 as driver of a motor ambulance van within the area covered by the agreement for the sole purpose of conveying injured persons (patients) to hospitals—a voluntary service performed by the association which is supported by voluntary public subscriptions. Inside the ambulance van two stretchers are provided, but no seating accommodation, and in the front or driver's seat there is sitting room for three persons, including the driver, which is sometimes used by patients whose condition is not so bad as to necessitate the use of the stretchers. Neither the defendant nor its employee, Caddy, is provided for in any award or in any other industrial agreement.

It is contended, on behalf of the applicant union, that the work performed by Caddy as driver of the motor ambulance van is that of a taxi-car driver, as defined in clause 13 (b) of the agreement; is therefore an industry to which such agreement applies, and that the defendant association is bound thereby.

On the contrary, counsel for the defendant association contends that neither the undertaking of the association nor the work done by Caddy is an industry which comes within the scope of the agreement, and that the defendant is not guilty of the said breach.

In my opinion it is clear that the expression "industry" for the purposes of the Act, and as defined in section 4 thereof, not only includes the business undertaking, etc., carried on by employers and employees mutually engaged therein, but also the calling, occupation, etc., of the workers. It is true there is nothing in common between the owners of motor vehicles plying for hire and a body like the defendant association; but, on the other hand, the work of drivers of various kinds of motor vehicles used for conveying persons by road is practically identical, irrespective of the nature of the business carried on by the employers.

Once the relationship of employer and employee is established between any employer (not otherwise bound by an agreement or award) and a worker who is engaged in an occupation covered by an agreement, which has been declared a common rule), then such employer automatically comes within the scope of the agreement by virtue of the provisions of section 40 of the Act.

But the question upon which the decision in this case depends is whether or not the man Caddy, as a driver of defendant's motor ambulance van, is a taxi-car driver within the meaning of the agreement, and without an interpretation of the agreement it is impossible to answer that question. I shall, therefore, pursuant to section 101 of the Act, refer that question to the court.

On the 17th June the matter came before the Court of Arbitration, constituted as follows:—

Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

The same representatives appeared for the parties.

RESERVED DECISION.

23rd June, 1926.

The PRESIDENT: This is a case which has been remitted to the court by Mr. Craig, the Industrial Magistrate, for an interpretation of agreement dated the 3rd day of December, 1925, and made between the

Violet Motors, Limited, and others, of the one part, and the West Australian Carters and Drivers' Industrial Union of Workers, of the other part. That agreement was made a common rule by this court in pursuance of section 40 of the Act. The question which the magistrate wants us to decide is the meaning of the term "taxi-car driver." Who is a taxi-car driver within the meaning of the agreement?

Now, the agreement was made and entered into between the parties I have mentioned and, after being duly advertised in accordance with the provisions of the Act, it was declared a common rule. It appears to me that in the first instance what this agreement was clearly intended by the parties to do was to bind on the one side those who were engaged as proprietors in the taxi-car or taxi-cab industry and the char-a-banc industry, that is, carrying passengers for hire; and on the other to secure for the members of the Horsedrivers' Union who were taxi-car drivers the benefits of the agreement. Now, the agreement was subsequently declared a common rule and the Horsedrivers' Union now claim that it not only includes those persons who own taxi-cars and char-a-banes engaged in plying for hire, but members of the general public who are owners of private motor cars and who employ drivers to work for them.

One has to look at the whole of the agreement and ascertain the intention of the parties in the first instance. It seems to me it would be a rather extraordinary conclusion to come to that owners of private motor cars are included in this agreement, in the absence of anything expressly mentioned in the agreement to compel one to come to that conclusion. For instance, when the advertisement appeared prior to this agreement being declared a common rule, it was obvious that the parties mentioned in the advertisement who would be given notice of the application for a common rule would be the owners of taxi-cabs and the owners of char-a-banes. The common rule would be for the purpose of protecting them in this sense, that in future any person who was a taxi-car owner or a char-a-bane owner or who at that time was such an owner and had not been made a party to this agreement, would be compelled to pay the wages laid down in the agreement. The employers mentioned in the agreement would be protected by that from unfair competition. On the other hand, the union, so far as its members were concerned, or indeed others who actually carried out the avocation or employment of a taxi-car driver would also be protected under the agreement and under the common rule. That really it seems to me was the object of the common rule in this case, and there is nothing that I can see in the agreement to lead me to depart from that conclusion. For instance, clause 3, dealing with wages, sets forth that certain payment shall be made (a) to taxi-car drivers, that is drivers of cars known and understood to be taxi-cars, (b) char-a-bane drivers, that is drivers of cars known and understood as char-a-banes, which are subsequently defined; and (c) all other workers. That means other workers engaged in washing and cleaning char-a-banes and taxi-cars, not other workers who may be engaged in and about private premises.

The difficulty apparently has arisen owing to the definition given in clause 13. That clause defines a taxi-car driver as follows: "Taxi-car driver shall mean any person employed to drive a *motor vehicle* with seating accommodation for not more than seven persons, including the driver." By virtue of the fact that the words "for hire" are not included in that definition, it is said that private motor car owners and others are bound by this agreement. Assuming for a moment that after the definition as I have quoted it from the agreement the following words appeared, "*and includes drivers of private motor cars,*" how far even then could the owner of private motor cars be included? Those words are not there, and consequently it is quite unnecessary to labour that question or to decide it. The definition as it appears here seems to me to be conclusive. The persons included in it are drivers of what are commonly known as taxi-cars. What is a taxi-car? "Taxi" is a contraction of the word "taximeter," which is an instrument or method of measuring a charge of "taxi-cab" which is a motor vehicle used for the purpose of plying for hire and for which a charge is made. Therefore, when the expression "taxi car drivers" is used, it is plain that what is meant is the driver of a car that plies for hire. Then the definition goes on. "The driver of a car that plies for hire, that is a taxi car driver, shall mean a person driving a motor vehicle (that is, a motor vehicle in the nature of a taxi car) having accommodation for several persons." Then the definition proceeds, "A char-a-bane driver (that is the driver of a vehicle known and understood to be a char-a-bane) or a person who is the driver of a vehicle in the nature of a char-a-bane, having accommodation for eight or more." In other words, all it means is this: if there is a Rolls Royce Sedan with seating accommodation for seven used as a taxi car, the driver of that is a taxi car driver and entitled to the wages fixed for the taxi car driver. On the other hand, if there is a Rolls Royce Sedan which, even though used as a taxi cab, contains accommodation for eight or more, that driver is a char-a-bane driver within the meaning of the agreement and is entitled to the higher wages. But there is nothing in this agreement or definition or otherwise to say that drivers of private cars or drivers of cars not plying for hire or not entitled to make a charge, are included in the agreement or the common rule.

Mr. SOMERVILLE: I do not agree with the decision. The ambulance van about which this case arose is, in the language of the definition, a motor vehicle with seating capacity for not more than seven persons, and consequently the driver is by the definition a taxi car driver. A taxi car driver's wage is £4 12s. 6d. These men were not paid that and were consequently employed in breach of the common rule.

I do not believe that this result of the common rule was foreseen by the parties or intended by the agreement. What was intended would, I believe, be expressed by inserting after the words "motor vehicle" in the definition the words "plying for hire." But those words are not there and so, in accordance with the rule many times enunciated by this bench that the words used in an agreement or award must be given their ordinary meaning, I must hold that these motor ambulance drivers are taxi car drivers.

The operations of common rules are at times extraordinary, but the responsibility for that is not the court's, it belongs to Parliament. If we endeavour to be governed by what we consider the intention of the parties, then we should also have the responsibility, if necessary, of altering the words of an agreement or its conditions to see that the intention of the parties is expressed. We have no power under the Act to touch one word of an agreement, and consequently when it becomes a common rule we should give to the language used its ordinary meaning.

Mr. BLOXSOME: I agree with the decision as expressed by the President. I also agree with the President's remarks in regard to the scope of this agreement. When asked for an interpretation of a definition in an agreement such as this, I think it is necessary to study the whole agreement and see what its meaning is.

It is clear to me that the definition of taxi car driver and the definition of char-a-bane driver are inserted merely for the purpose of drawing a line of demarcation between the taxi car driver and the char-a-bane driver.

The definition of taxi car driver is not put in the agreement for the purpose of making it include the driver of any motor vehicle. To attach to the definition the meaning which the union seek to attach to it, it would be necessary I think to add words to it. It would have to read, "taxi car driver shall mean any person employed to drive a motor vehicle, whether for hire or not." It does not say that, and the fact that the clause is headed "taxi car driver" and then says "any person employed to drive a motor vehicle" clearly shows to me that the definition applies to the driver of a motor vehicle which is plying for hire and carrying a certain number of passengers. Therefore, the drivers employed by the St. John Ambulance cannot come within the scope of that, unless the St. John Ambulance Association do ply for hire and take passengers at certain charges.

The PRESIDENT: The court has now given its interpretation, which will be forwarded to the Industrial Magistrate, who has still a further question to decide, namely, whether the ambulance motor vehicle of the St. John Ambulance Association is a taxi car and whether the driver of it is a taxi car driver within the meaning of the interpretation as laid down by the court. It will be for the magistrate to decide that. He has heard the evidence and will have the opportunity of reading the interpretation of the Court.

Mr. LAVAN: All the evidence was not heard by the magistrate.

The PRESIDENT: That is his affair.

Mr. LAVAN: The evidence will be called at a later stage.

APPLICATION FOR ENFORCEMENT.

(Award Nos. 4 and 6 of 1921.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 97 of 1926. File 2909.

Charge: The company did not pay F. Rook, A. Morgan, and N. Durrant the 1½d. per hour extra while employed on boiler on frame in their workshops for the period ending the 23rd April, 1926.

The Coastal District Committee Amalgamated Society of Engineers' Industrial Associations of Workers

v.

The Midland Railway Company of Western Australia, Limited.

17th May, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. H. V. Symons appeared for the complainant.
Mr. J. J. Poynton appeared for the defendant.

The defendant contended that the 1½d. per hour extra was for dirty work and not for work on a new boiler, such as the one in question.

DECISION.

The PRESIDENT: In this case a breach has been committed, but we do not think it was an intentional breach, Mr. Poynton construing the clause in what he thought should be the meaning attached to it. But the words here are plain and unambiguous, and they mean fitters employed on boilers on frames in shops shall be paid 1½d. per hour extra. There is an obligation on the part of the Government and the Midland Railway Company to pay fitters 1½d. per hour extra when employed on frames in shops. There is no mistake in the actual definite words used in the clause.

Mr. BLOXSOME: I agree with the decision of the President. It is of very great importance that employers should know exactly where they stand in awards, and therefore they can only be bound by what an award says. Here I do not think there is room for any two interpretations of this clause. "Fitters employed in running sheds, or stripping locomotives, or repairing Babcocks or other stationary boilers"—fitters employed in any of these capacities—and then it goes on, "or upon the conveyor or gear in the conduit under the boilers in the power house or on boilers on frames in the shops . . ." It is undoubtedly all fitters on frames in shops, whether new, old, dirty or clean, that they must be paid 1½d. per hour extra. It may have been that the parties did not thoroughly understand the meaning of that at the time. Notice may not have been taken of it as it was not contemplated there would be new boilers on frames, and it was intended to cover old and dirty work. In that case the work was confined to work on frames that was secondhand, old and dirty.

In my opinion there is no ambiguity in the clause and I must agree that a breach has been committed.

Fine 1s. and costs.

COMPULSORY CONFERENCE—PORTLAND CEMENT DISPUTE.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of a Compulsory Conference held pursuant to Section 145 of the said Act, and in the matter of an Industrial Dispute between the West Australia Portland Cement Company, Limited, and certain members of the Australian Workers' Union (West Australian Branch), whose names are entered in attached schedule.

1. The attached document of four pages marked "A" initialled by me is a memorandum of the matters upon which an agreement has been reached between the parties above-mentioned and the terms and conditions of such agreement.

2. The attached document of one page marked "B" and initialled by me is a memorandum of the matters upon which an agreement has not been reached between the said parties and which matters are hereby referred into court to have same heard and determined.

Dated at Perth, this 10th day of May, 1926.

[SEAL.] (Sgd.) WALTER DWYER,
President.

"A."

SCHEDULE I.—CONDITIONS OF EMPLOYMENT.

1. *Area.*—This agreement shall operate at the company's works situated at Rivervale, in the State of West Australia.

2. *Scope.*—This agreement shall apply to all workers covered in the Schedule of Rates and engaged by the above-named company.

3. *Term.*—This agreement shall take effect as from the fifth day of May, one thousand nine hundred and twenty-six, and shall continue in force for a period of three years. Provided that at any time after the expiration of twelve months from its date either party may make application to the other party to amend or vary this agreement, provided that thirty days' notice

is given in writing by one to the other parties to the agreement.

4. *Crib Time.*—Crib time for shift workers shall be taken in relays at such time as not to cause a stoppage of work, and no deduction shall be made therefor from the employees' wages.

5. *Overtime.*—(a.) Overtime done by day workers shall be paid for at the rate of time and a-half for the first four hours, and double time thereafter. Overtime done by shift workers shall be paid for at the rate of double time.

(b.) Time and a-half shall mean one-half day's wage in addition to the prescribed minimum rate or *pro rata* if there is more or less than a day.

(c.) Double time shall mean one day's wage in addition to the prescribed minimum rate or *pro rata* if there is more or less than a day.

6. *Sunday Work.*—All work done on Sundays shall be paid for at the rate of double time, excepting in kiln and coal grinding departments, which shall be paid for at time and a-half.

7. *Holidays.*—(a.) All work done by any employee on Good Friday, Labour Day (the first Monday in May, or other day appointed to be kept in place of that holiday), and Christmas Day shall be deemed overtime work, and shall be paid for at the rate of double time. All work done by any employees on the following holidays, viz., New Year's Day, 26th day of January, Easter Monday, the birthday of the Sovereign, and Boxing Day, or any day appointed to be kept in place of any said holiday, shall be deemed overtime work and shall be paid for at the rate of time and a-half.

(b.) All employees who have been employed continuously for a period of twelve months shall be entitled to one week's holiday on full pay, or a monetary *pro rata* equivalent. Such holiday if reasonably practicable to be taken out at Christmas in each year. These holidays must be taken out when they become due. If they have been engaged for a less period they shall be entitled to a day's holiday on full pay or a monetary *pro rata* equivalent for each month they have worked in addition to the holidays provided in subclause (a) hereof.

8. *Soft Clay.*—Employees engaged in removing wet soft clay shall be paid at the rate of time and a-quarter whilst so working. Any dispute as to whether clay is wet soft clay shall be decided by the works superintendent and a duly authorised official of the A.W.U. Failing an agreement, same to be referred to the Registrar of Industrial Unions, whose decision shall be final.

9. *Raincoats.*—Raincoats shall be supplied to men working outside.

10. *Meal Hours.*—Work done in the meal hour, or any portion thereof, shall be paid for at the rate of double time. This clause shall not apply to shift workers.

11. *Change House.*—The employer shall provide all necessary sanitary accommodation, change room for workmen at factory and shell deposit, bathrooms, and dining room (same to be kept clean by the employer) for employees during crib hours, and a sufficient supply of boiling water at meal times for employees. A supply of cool drinking water, as far as practicable, shall be made available for workmen.

12. *Handling Old Bags.*—Employees handling and/or sorting old bags shall be provided with gloves free of charge for the protection of their hands.

13. *Men recalled to Work.*—When an employee is called out after he has completed his shift and actually left the job, he shall be paid for a minimum of four hours' work at the rate of time and a-half, and at the rate of double time for the time worked after four hours.

14. *Payment of Wages.*—Wages shall be paid weekly unless otherwise mutually agreed.

15. *Entering Kiln or Chamber.*—When an employee has to enter a mill, kiln, or chamber the employer shall, if possible, see that the temperature does not exceed 100deg. F. If it exceeds this temperature the employee shall not remain inside such vessel longer than 15 minutes, with a break of ten minutes before re-entering.

16. *Mixed Functions.*—All employees who may be called upon to temporarily work at a higher grade shall be paid the rates awarded for such work whilst so engaged, or if so engaged for less than four hours he shall be paid these rates for the full four hours.

17. *Notice to Cease Work.*—In the event of a break down of machinery or an industrial dispute, the company shall only be called upon to give employees one day's notice to cease work. In other instances the ordinary week's notice shall apply.

18. *Schedule of Rates.*—The minimum rates of pay shall be per week as follows:—

	£	s.	d.
Raw Mill—			
Miller	4	16	0
Assistant	4	10	0
Coal and Cement Mill—			
Miller	4	16	0
Assistant	4	10	0
Rotary Kiln—			
Burner	5	6	0
Clinker Wheeler	4	8	0
Dredge Hands	5	2	0
Labourers—			
Shell Deposit	4	15	0
Clay Hole	4	10	0
Yard	4	7	0
Elevator-man	4	15	0

UNION'S CLAIM.

"B."

Hours.—(a) Day Workers.—The ordinary working hours for day workers shall not exceed 44 per week. Such ordinary working hours shall be worked on Mondays, Tuesdays, Wednesdays, and Fridays between the hours of 8 a.m. and 4.45 p.m. with 40 minutes for meal; on Thursdays between the hours of 8 a.m. and 4.30 p.m. with 40 minutes for a meal, and on Saturdays between the hours and 8 a.m. and 11.50 a.m., or such other hours as may be mutually agreed upon between the employer and the employee.

(b) Shift Work.—The ordinary working hours for shift workers shall not exceed 44 per week, and shall be worked in five shifts of 8 hours each and one shift of 4 hours. Shifts to be mutually arranged between the employer and the employee. Men on each 8 hour shift shall be allowed one-half hour for crib.

EMPLOYERS' CLAIM.

Hours of Work.—(a) Employees on continuous process departments shall be eight hours per shift inclusive of crib time, including Sundays, which will be paid for at a special rate provided for in clause headed "Overtime."

(b) Day shift men to work eight and three-quarter hours per day exclusive of crib time on the first five days of the week, starting at 7.30 a.m. to 5 p.m., Saturdays from 7.30 to 11.45 a.m., or by mutual agreement by employees and employer to suit train service.

SCHEDULE REFERRED TO.

Atkins, Percival.
Russe, Charles.
Brown, Charles.
Bartlett, William.
Brown, Thomas J.
Bodinner, Harry.

SCHEDULE—*continued.*

Burns, Stephen.
Bennett, John.
Cramond, Allen.
Clancy, Patrick.
Carr, Alister.
Chester, Conrad.
Daebritz, Paul.
Dearden, Cyril.
Gunn, John.
Games, Frederick.
Hutchinson, Alexander.
Hughes, Frederick I.
Hansen, Albert C.
Higgins, Henry.
Innes, Edward J.
Kennedy, James.
Menzies, Albert.
Milton, Albert.
Mfaxted, Charles.
Mott, George.
Murray, T.
Murray, William.
Middleton, Henry.
Newham, Henry.
Ogilvie, Alexander.
Palmer, Charles W.
Parker, Frederick G.
Parker, Donald.
Parker, Albert.
Pumphrey, William.
Prior, William.
Partridge, Edward.
Pike, George F.
Roberts, Robert.
Riordan, Alfred J.
Spence, Henry George.
Smith, Louis.
Slavin, Albert E.
Shakeshaft, William.
Sutton, William J.
Skane, Thomas.
Sharland, Charles.
Thomas, Charles O. A.
Tondut, Louis.
Trewern, Robert.
White, James S.
Ward, Leslie St. C.
Williams, Oscar.
Woodcock, Frederick.

APPEALS TO FULL COURT AGAINST DECISIONS OF COURT OF ARBITRATION AND THE INDUSTRIAL MAGISTRATE.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

In the matter of Hearn Bros. & Stead, Defendant (Appellant),

and

The United Furniture Trades Industrial Union of Workers, Perth, W.A., Complainant (Respondent).

Friday, 14th May, 1926.

Coram: McMillan, C.J.
Burnside, J.
Draper, J.

JUDGMENT.

McMILLAN, C.J.: I find myself unable to support this conviction. It is clear that the boy was to start work as an apprentice. The appellant said that he took the lad as an apprentice and at the end of the first fortnight was going to discharge him, but kept him on for another fortnight for a further trial at the request of the boy's mother. The magistrate found as a fact that it was the intention to apprentice the lad, and it seems to me that the offence which was committed was the offence of not registering him as an apprentice.

I think the magistrate was wrong and this appeal should be allowed and the conviction quashed.

Appeal allowed. Conviction quashed.

Argument on question of costs reserved.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

In the matter of the Amalgamated Society of Engineers' Industrial Association of Workers (Complainant), Respondent,

and

George Hill & Company (Defendant), Appellant.

Friday, 14th May, 1926.

Coram: McMillan, C.J.
Burnside, J.
Draper, J.

JUDGMENT.

McMILLAN, C.J.: These are appeals from decisions of the Industrial Magistrate, both of which have been heard together, as they both deal with the same points.

The first objection taken by Mr. Jackson is that the Industrial Magistrate had no jurisdiction to declare a breach of the award had been committed. His contention is that the Magistrate did not have the power to deal with the matter, as the legislature had not given that power to him. Section 101 of the Consolidated Act provides, "The powers and jurisdiction of the court under the last preceding four sections may be exercised by any police or resident magistrate appointed by the Governor as an Industrial Magistrate for the purposes of this Act; and any order, conviction, or other decision of such magistrate shall be enforceable as if made by the court: Provided that if in any proceeding before an Industrial Magistrate a question of interpretation of an industrial agreement or award shall arise, it shall be referred to the court." That excludes section 96, and Mr. Jackson contended in regard to that section that the magistrate had no jurisdiction. Section 96 says, "The court in its award, or by order made on the application of any of the parties at any times whilst the award is in force, may fix and determine what shall constitute a breach of the award, and what sum, not exceeding five hundred pounds, shall be the maximum penalty payable by any party in respect of any breach."

If we disregard that section—I am going to at present notwithstanding the argument that has been adduced to us to show that it should be included as one of the four preceding sections—as in consolidating there has been a mistake in numbers—it appears to me that the magistrate had jurisdiction under section 57, subsection (3). In a case of this kind it is the duty of the court to give effect to what was the obvious intention of the Act, and the intention was to give the power to the Industrial Magistrate which was exercised by him. Subsection (3) of section 97 says, "On the hearing of such application the court may by order either dismiss the application or impose such penalty for the breach of the award as it deems just, and in either case with or without costs: Provided that in no case shall costs be given against the Registrar or an Industrial Inspector." I quite agree that by this construction there is no limitation of the penalty to a sum of £500 which is to be found in section 96, but the penalty must be a reasonable one, and I think it might be contended that any penalty which exceeded the sum of £500 would not be reasonable within the intention of the legislature. I think, therefore, that the magistrate had jurisdiction to deal with the case. The question now to be determined is whether he came to a right conclusion upon the facts. The notice of appeal is, "that the above-named defendant (appellant) intends to appeal to the Court of Criminal Appeal against the

conviction of the Court of Arbitration made on the 1st day of April, 1926, whereby the said defendant was held to have been guilty of a breach of an award of the Court of Arbitration dated the 31st day of July, 1925, in that it employed one C. Vann on the work of a brass finisher and did not pay him the rate prescribed in the said award during the period ending 20th day of February, 1926, and for some considerable time prior to that date and for such offence was ordered to pay a fine or penalty of £22 4s. 2d."

What the magistrate had to do was to ask himself, after listening to the evidence, whether he was satisfied that offence had been proved, in other words, whether the evidence showed that the boy had been employed on the work of a brass finisher. The magistrate in the early part of his judgment uses language which is a little difficult to understand, but later on he is perfectly clear in expressing the conclusion to which he had come. He says, "The defendants are fined £1 on each charge. I am not going to make any order as regards the difference in wages in this instance. My reason is that the amount due is altogether too indefinite. I am not holding that these boys were doing brass finisher's work, but that they were doing work which should have been done by somebody provided for in the award . . ." And later on, "I do not know what work the boys were employed on. They were employed assembling brass taps; is that what you mean?"

Evidently the magistrate came to the conclusion that the charge which had been laid against the present defendant had not been proved. His duty then was to dismiss the complaint, but it has been argued by Mr. Dunphy that the magistrate ought to have come to a different conclusion on the facts, and that the boys in question were doing the work of brass finishers. As far as this court is concerned our powers are very wide, but they must be exercised with due regard to the law of evidence, and whatever may be the position of the Court of Arbitration in dealing with awards when the question is whether an offence has been committed the law of evidence should be administered strictly. The magistrate was right in finding that these boys were not doing brass finishers' work, but wrong in convicting because they were doing work which should have been done by somebody provided for in the award." I have come to the conclusion that the complaint which was made against Hill & Co. was not upheld, and it should have been dismissed.

I think, therefore, the magistrate was wrong in inflicting a penalty and this appeal should be allowed.

BURNSIDE, J.: In this case Mr. Jackson raises a preliminary point as to the jurisdiction of an Industrial Magistrate under section 101 of the Consolidated Act of 1925. It is a principle of construction of Acts of Parliament that in a Consolidated Act the sections must be given the same meaning as they bore in the original Act from which they were taken. Now, the 96th section comes down from the earliest legislation in this State dealing with arbitration. Originally it formed no part of the provision for enforcing awards; it was in Part 3 of the Act of 1900 dealing with the constitution and duties of the court. It provided that "the court may fix and determine what shall constitute a breach of the award, and what sum, not exceeding £500, shall be the maximum penalty payable by any party in respect of any breach."

The language suggests clearly that the power conferred could not be given a retro-active effect. It confers no power to award costs. Section 97 was originally in Part 4 of the 1900 Act, dealing with enforcements; it was section 88. It provided that "For the purpose of enforcing any award or order of the court, the following provisions shall apply:—(1) In so so far as the award itself directs the payment of money, it shall be deemed an order of the court, and shall be enforceable under the subsequent provisions of this section." No further order of the court was required. Subsection 5 indicated how the order was to be enforced.

Subsection 2 of section 88 dealt with breaches of the award, other than the non-payment of money.

For such breaches an application had to be made to the court for an express order. By subsection 3 the court could dismiss such an application or could impose a penalty and costs; and by subsection 4 if a penalty or costs was imposed, the order had to specify by whom and to whom payment was to be made—and a maximum of £500 was fixed by the provisos—which distinguish between amounts payable under subsection 1 and penalties and costs under subsection 3. In the Act of 1901 these two sections again appear—section 83 in its integral form became section 88, and section 88 became section 92 in an altered form—the words "directs the payment of money" in subsection 1 being struck out, and the words "imposes a penalty or costs" being substituted therefor.

The object of this alteration I have not been able to grasp. The court did not impose any specific penalty in the award. It merely had power to fix the maximum penalty; and there was no power given to award any costs. Subsection 5 was still retained with the consequential alterations.

In the Act of 1912 these sections are re-enacted as sections 89 and 90 with a further alteration in section 90. Penalties and costs imposed by an award are to be enforceable under the subsequent provisions of the Act relating to orders of the court, and subsection 5 is omitted. It is not very clear what these subsequent provisions are. And in the Consolidating Act of 1925 these two sections are re-enacted as sections 96 and 97 in the exact form in which they appear in the Act of 1912.

I do not differ from the judgment of the learned Chief Justice, but I simply desire to express my doubt as to whether the powers conferred by the 96th section of the Act of 1925 on the court itself come within the jurisdiction of Industrial Magistrates. The second subsection of section 97 is the one which appears to me to provide the basis of the jurisdiction of the Industrial Magistrate.

I am satisfied to deal with the case upon the second point raised by Mr. Jackson, the one dealing with the magistrate's decision on the facts. I regret that I am unable to understand how the decision was arrived at. The defendant was charged with a breach of the award in that he employed one Vann as a brass finisher, and did not pay him brass finisher's wages. The magistrate found that the charge was proved. He says that once it is established that somebody is doing some work which is not provided for by the award the onus lay on the employer to prove what he is doing there, and how he comes to be there. He goes on to say he was not holding that the boy was doing brass finisher's work, but that he was doing work which should have been done by somebody provided for in the award. I am unable to follow the magistrate's reasons. Where a person is charged with an offence for which he is liable to be punished, the onus lies on the person making the charge of establishing it. The complainant failed to establish the charge he made, and the onus was not thrown on the defendant to prove that he was not doing something else.

In my opinion the conviction cannot be supported.

DRAPER, J.: I agree that the appeal should be allowed and the decision quashed.

Appeal allowed, conviction quashed and fine remitted. Costs reserved.

IN THE SUPREME COURT OF WESTERN AUSTRALIA.

George Hill & Company (Defendants), Appellants,
and
The Amalgamated Society of Engineers' Industrial Union of Workers (Complainant), Respondent.

Thursday, 20th May, 1926.

Coram: McMillan, C.J.
Burnside, J.
Draper, J.

JUDGMENT.

McMILLAN, C.J.: This is an appeal against the conviction by the Court of Arbitration made on the 30th day of November, 1925, whereby the appellants were held to have been guilty of a breach of an award by the Court of Arbitration dated the 31st day of July, 1925, and numbered 10 of 1923, in that they on or about the 18th day of August, 1925, employed three apprentices to the brass-finishing branch of the trade, that number being in excess of the number permitted by the said award, and for such offence were ordered to pay a fine or penalty of £20 1s.

In 1919 an award was issued by the court prescribing (*inter alia*) conditions for the employment of apprentices in the engineering trade. The award had a currency of three years and therefore had expired by effluxion of time on the 13th July, 1922, but by virtue of the provisions of section 83 of the Act continued thereafter to bind all parties except those who retired therefrom. The defendant firm was an employer bound by the provisions of that award until the 12th April, 1923, having filed a retirement therefrom on the 12th of the preceding month. On the 6th February and 12th July, 1924, the defendant firm not then being bound by the provisions of any award, engaged as apprentices to the brass-finishing branch of the engineering trade three youths. The apprenticeship in each case was evidenced by an indenture executed by the apprentice, his parent or guardian, and by the employer. The present award was made on the 31st July, 1925, and the question which the court is called upon to determine is whether the award, in so far as it limits the number of apprentices allowed to any employer, applies to the case of an employer who, prior to the date upon which it came into operation, had already in his service a greater number of apprentices than the award allows. The rate of wages to which the apprentices in question are entitled is higher than the minimum prescribed by the award. In the course of his judgment the President said: "I think it must be conceded that the award has no retrospective effect; nobody could be said to be guilty of a breach of its provisions prior to the date from which it took effect. Therefore, it would appear at first sight that from the 12th April, 1923, the date upon which its retirement from the 1919 State award took effect, up to the 31st July, 1925, the defendant firm was, so far as State laws or regulations were concerned, free to take as many apprentices as it chose." That, I think, was the right view, although in the course of a lengthy judgment the President departs from it. A question very similar to this was dealt with by the Full Court in the case of *Brown and Burns v. Hubber* (23 W.A.L.R., 52), which was followed subsequently in the case of *White & Co. v. Coastal District Committee Amalgamated Society of Engineers* (25 W.A.L.R., 88). In the former case it was held that the provisions as to apprentices contained in the award of 19th December, 1919, were only intended to apply to contracts of apprenticeship made after that award came into operation. In the course of my judgment I said, "In my opinion, therefore, the court had no power to vary the terms of an apprenticeship entered into under the former award. In fact, I do not think that it has attempted to do so, because, on the proper construction of the award, it seems to me that the provisions as to apprenticeships are only intended to apply to contracts of apprenticeship made after the award of 1919 came into operation, and it would be unduly straining the language used to make it cover existing agreements." At page 58 Mr. Justice Burnside said, "The construction to be placed upon the document must be such as is in conformity with the terms of the whole document. If this is done, it appears to me upon reading the award of 1919 that it does not purport to apply to any previously existing contract, but only to those contracts which may come into existence in the future." I think what is said as to the clause in that award applies with equal force to the material clause with which we are now concerned. That is clause 19. If that is looked at, it does not purport, except in one respect, to apply to any previously existing contract, but only deals with those contracts which may come into existence in the future. The one exception is subclause (e), and that refers to existing apprenticeships, but only to this extent: It provides, "If at the date of this award any employer is employing any person as an apprentice or probationer who has not been duly registered as such, he shall register such apprentice or probationer within 14 days thereafter." In all other respects I think that the intention was simply to make provision for those apprentices who might be taken after the making of the award, and for fixing a limit on the number which could be taken. I think the court in making this award avoided using language which would have the unjust effect of turning a man who had done a perfectly lawful act into an offender. I have no doubt the court was also anxious not to injure those youths who had been duly apprenticed, and had served portion of their time.

In these circumstances, therefore, I think that no offence was disclosed and the appellants were improperly convicted. The appeal must therefore be allowed and the conviction set aside.

BURNSIDE, J.: This case raises a question of importance upon facts which are not in dispute, and as the learned Chief Justice has already stated them it is not necessary for me to repeat them. On the facts the court is called on to say whether, under the terms of an award of the Arbitration Court made on the 31st July, 1925, the appellants (the defendants in the case before the Court of Arbitration) were rightly convicted of the charge preferred against them. The charge against them is set out in the complaint, namely, that of employing three apprentices contrary to the terms of the award. It is competent for the Court of Arbitration so to frame its awards as to make the continuance of contractual relations lawfully entered into between parties no longer binding; and it may by its award render unlawful, or, at any rate, punishable, the continuance of the performance of the terms of the contract otherwise lawful. In the construction of an award the court must be guided by the principles which govern the construction of Acts of Parliament. Those principles are not now open to question. The fact that a construction may involve a possible injustice is not sufficient of itself to induce the court to do violence to the words or to the settled rules of construction, but it may lead to the selection of one rather than the other of two possible interpretations; and whenever the language of the legislature admits of two constructions, and if construed in one way would lead to an obvious injustice, the courts act upon the view that such a result could not have been intended, unless the intention

is manifested in clear and express words. Upon the presumption that the legislature does not intend what is unjust rests the leaning against giving to statutes a retrospective operation. They are therefore construed as operating only on cases or facts which come into existence after the statute is passed, unless a retrospective effect be clearly intended, "Because it manifestly shocks one's sense of justice that an act, legal at the time of doing it, should be made unlawful by some new enactment." In the present case the defendants in the year 1923 entered into a contract which they were perfectly entitled to enter into. It was in accordance with the law at the time they entered into it. They were doing nothing wrong in entering into the indentures of apprenticeship. Eighteen months afterwards the Court of Arbitration made its award, clause 19 of which deals with apprentices. The learned President of the Court of Arbitration held that the award was not retrospective. If, therefore, it is not to be construed retrospectively, it is clear that no offence was committed by the appellants in taking these apprentices, nor was any offence committed by them in continuing their employment up to the date when the award came into force. I agree with the learned President of the Court that the award has no retrospective application. But then it is suggested that it applies to existing conditions. Undoubtedly the Court of Arbitration has the power by award to affect existing conditions, and when it does so in plain and unambiguous language, nothing more remains to be said. But when the clause which is relied on here is looked at, is it clear that it is intended to affect existing conditions? The whole of the language appears to me to be couched in a form that clearly indicates a future effect. It says, "The maximum number of apprentices allowed to any employer in any branch shall be . . ." The word "shall" imports a future effect. The proportion is *to be* ascertained by one apprentice to every three or fraction of three journeymen employed. The fraction of three *shall* not be less than one. Then subclause (e) of clause 19 provides, "For the purpose of ascertaining the number of apprentices *allowed to be taken* at any time, the average number of journeymen employed on all working days of the 12 months immediately preceding *such time shall* be deemed to be the number of journeymen employed." Existing apprentices are required to be registered within 14 days. Apprentices shall be allowed to certain trades. The term shall be five years. Apprenticeship shall not commence before the apprentice is 15 years of age. No premium shall be charged. The whole of this language has clearly only a future effect. But it is said that under the power conferred by the legislature on the court, existing contracts must give way to the awards of the court; that is so. It is not a matter of very great importance in most cases, because as a rule the Court of Arbitration deals with contracts which are daily or weekly contracts; and when by the operation of an award the terms of the existing contracts are altered, it is open to either of the parties to put an end to the contract. But when the question of apprentices arises, there is a considerable alteration of that position. An employer who has entered into a contract of apprenticeship cannot terminate the contract except at the risk of an action by the father or guardian of the apprentice for wrongful dismissal. And as awards are only binding upon workers and employers it is difficult to see how the right of a third person could be affected thereby. If the provisions of the award are construed as making that which was lawful thereafter unlawful, it involves an apparent injustice. If, on the other hand, the words are construed as applying to all employers who take apprentices after the date when the award came into force, then no injustice is done. It leaves apprentices who were taken previously to the award coming into force in the same position as they were before. The latter construction appears to me to be in conformity with the principles I have referred to and in consonance with the language used.

I agree, therefore, that the conviction was wrong, and that it should be set aside.

DRAPER, J.: The facts in this case are analagous to the facts which were before the Full Court in the case of *Brown & Burns v. Hubber*. In that case the Full Court came to the conclusion that the provisions as to apprentices contained in the award of the 19th December, 1919, were only intended to apply to contracts of apprenticeship made after that award came into operation. The reason for that decision was that the Full Court came to the conclusion on the wording of the award that the award did not apply, or was not intended to apply, to contracts of apprenticeship previously made. That principle was followed in the case of *White & Co. v. The Coastal District Committee Amalgamated Society of Engineers*. The principle adopted, or the question declared, in the case of *Brown & Burns v. Hubber* was in no way affected by the decision in *White's* case. I delivered a dissenting judgment in that case, because I came to a different conclusion on the facts as to what was intended by the second award. The present appeal it, in my opinion, governed by the decision in *Brown & Burns v. Hubber*, and I think the appeal should be allowed.

Mr. JACKSON: I move that the appeal be allowed with costs. On the question of costs, I submit that this court has power to award costs under section 106 of the Arbitration Act, which says that in a case such as this, when the fine or penalty imposed exceeds £20, an appeal may be had to the Court of Criminal Appeal constituted under the Criminal Code, and such court may, in respect of the appeal make such orders and exercise such powers as it could give, make, or exercise on or in respect of an appeal under section 668 of the Criminal Code. Section 687 of the Crimial Code provides, "(1) The Full Court (as defined by section 15 of the Supreme Court Act, 1880) shall, subject as hereinafter provided, have jurisdiction to hear and determine appeals under this chapter, and the expression *Court of Criminal Appeal* in this Code shall mean the said Full Court."

The powers of the Court of Criminal Appeal appear, *inter alia*, at the end of section 697, namely, "And exercise in relation to the proceedings of the court any other powers which may for the time being be exercised by the Supreme Court on appeals in civil matters, and issue any warrants necessary for enforcing the orders or sentences of the court." The powers of the Full Court on appeal in civil matters includes the power to award costs.

McMILLAN, C.J.: The Full Court undoubtedly has the power.

Mr. JACKSON: Under Order 58, Rule 4. These sections give the Court of Criminal Appeal powers in relation to proceedings before it possessed by the Full Court. Included in the Rules of the Supreme Court is the power to award costs in any proceedings before it. That is, of course, in regard to civil proceedings. Section 697 appears to be taken from section 9 of the Criminal Appeal Act of 1907.

DRAPER, J.: Are the words the same?

Mr. JACKSON: I think they are verbatim. That statute was in existence prior to this Act of 1913, and the powers given there are exactly similar. That, think, is sufficient to give this court power to award costs. The fact that it is not done in England is due to the provisions of section 13 of the Act.

McMILLAN, C.J.: Which expressly takes it away.

Mr. JACKSON: It is not taken away in our Code.

McMILLAN, C.J.: And the fact that it was not necessary to enact section 13 looks as if they thought the power had been included in the general words already used.

Mr. JACKSON: That is so. I would therefore ask the court to allow the appeal with costs, and that a similar order be made in the other cases. In White's case I was unable to turn up anything in regard to costs on that point, but I did not press for costs and no order was made.

McMILAN, C.J.: There was no argument on the point?

Mr. JACKSON: No.

Mr. DUNPHY: I submit that the proviso at the end of Section 697 does not bear on the matter of costs at all. I admit that is shown by the provisions of the Criminal Appeal Act of 1907, where an exactly similar provision is in section 9; and yet in section 13 the power as to costs is expressly taken away.

McMILLAN, C.J.: The fact that section 13 was thought unnecessary, is, I think, very much against you.

Mr. DUNPHY: The proviso to section 697 is as follows, "and exercise in relation to the proceedings of the court any other powers . . ." Under Order 58 certain powers are given to the Court of Appeal outside the question of costs altogether. Those powers are set out *in extenso*, and finally there is a separate sentence at the end of the Order which says that the court shall have power to award costs. But another reason I must press is this: In the English Act section 13 is the only section which relates to costs at all, and it says no costs shall be allowed on an appeal.

DRAPER, J.: Why was section 13 passed?

Mr. DUNPHY: Because previously no costs have been allowed.

DRAPER, J.: If that is the only section which relates to costs, it seems absurd to insert it at all. If the Act was not to touch costs, why put in a section which says costs shall not be awarded?

McMILLAN, C.J.: Probably it settled the very question which is being raised now.

Mr. DUNPHY: I was just saying that section 13 is the only section that relates to costs.

McMILLAN, C.J.: You must remember that although in many respects our Criminal Code is copied word for word from the Criminal Appeal Act of 1907, section 13, which takes away the right to give costs, was deliberately omitted.

Mr. DUNPHY: I submit there was a reason for that. In our Criminal Code a special chapter is devoted to costs; it includes section 674 to section 677. That, I submit, was a very good reason why section 13 was not included.

McMILLAN, C.J.: Those are not costs of appeals.

Mr. DUNPHY: Those sections provide what costs shall be allowed under the Code. Then the Act provides for a Court of Criminal Appeal, and I submit that the Court of Criminal Appeal is bound by the Code. As there is a provision for costs in special cases the inference is that costs of appeals were not intended to be applied for.

McMILLAN, C.J.: It would be most unfortunate, looking at the matter from a broad aspect, if we had no power to award costs in the class of cases which will now be brought before us, which are not in the nature of criminal appeals at all. The legislature, however, provided that they shall come to this particular court. Some of them we deal with are more questions of debt collecting than anything else.

Mr. DUNPHY: It may be.

McMILLAN, C.J.: Fines of 1s., and arrears of wages, £20.

Mr. DUNPHY: In all those cases the costs are really in the power of the court below and should be provided for by that court.

McMILLAN, C.J.: But costs of appeals?

Mr. DUNPHY: They could provide for them.

McMILLAN, C.J.: I think it would suit you to be successful on the present occasion by showing the court had no power to award costs, but you may suffer very much in the future.

Mr. DUNPHY: I am only dealing with the present. The future can take care of itself. The only power the Supreme Court has to award costs is where it is expressly provided for. I submit this court has no discretion. If there is no provision, this court has no inherent discretion.

McMILLAN, C.J.: If there is no statutory power given to us to award costs, we cannot do so.

Mr. DUNPHY: I submit you have no statutory power. As I say, that proviso cannot possibly apply to costs, taking the provisions of the English section into consideration, and also the power of the Court of Appeal under section 48, in conjunction with the latter part of section 689. For instance, under the Federal Arbitration Act the Court of Appeal can award costs, but our Act does not contain those exact words, nor does it give the express power. The Federal Act gives the power. The English Act expressly takes it away. I submit there is no power under this Act to award costs of appeal, more especially taking into consideration the fact that there is a special chapter devoted to the question of costs.

McMILLAN, C.J.: It is quite true that before we can award costs we must find that we have some statutory authority to do so. I think that the necessary authority is to be found in the last paragraph of section 697 of the Criminal Code, which provides: "For the purposes of this chapter, the Court of Criminal Appeal may, if they think it necessary or expedient in the interests of justice . . . exercise in relation to the proceedings of the court any other powers which may for the time being be exercised by the Supreme Court on appeals in civil matters . . ." I think that one of the powers which can be exercised by the Supreme Court on appeals in civil matters is the power to award costs, and that conclusion is supported by the fact that these words at the end of the section which I have just read are taken from the English Criminal Appeal Act of 1907. If the matter rested there, I think that the court in England would have had power to award costs, but the position has been directly met by the insertion of section 13, which provides that on the hearing and determination of an appeal or any proceedings preliminary or incidental thereto under that Act no costs shall be allowed on either side. Although the legislature copied the material sections of the Code from the Criminal Appeal Act, that section is carefully omitted. Therefore, I think we are left free to come to the conclusion that the power to grant costs is included in the general words of section 697. I think the appeal must be allowed with costs.

Mr. JACKSON: Does that apply to the other three cases?

McMILLAN, C.J.: Yes.

MEAT INDUSTRY.

WYNDHAM MEAT WORKS.

(Registered 16th April, 1926.)

No. 13 of 1926.

AGREEMENT made in pursuance of "The Industrial Arbitration Act, 1912-1925," this First day of April, in the year One thousand nine hundred and twenty-six, between—

The Wyndham Freezing, Canning, and Meat Export Works (hereinafter known as "the employer"), of the one part,
and the following Unions, jointly and severally, hereinafter known as "the Unions," of the other part, namely—

THE WEST AUSTRALIAN BRANCH OF THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION INDUSTRIAL UNION OF WORKERS, PERTH,

THE COASTAL DISTRICT COMMITTEE AMALGAMATED SOCIETY OF ENGINEERS' INDUSTRIAL ASSOCIATION OF WORKERS,

THE WESTERN AUSTRALIAN BRANCH OF THE FEDERATED ENGINE-DRIVERS AND FIREMEN'S ASSOCIATION OF AUSTRALASIA,

THE W.A. BRANCH OF THE FEDERATED COOPERS OF AUSTRALIA,

and

THE AUSTRALIAN WORKERS' UNION.

WHEREBY IT IS AGREED—

1. This Agreement shall apply in respect of the rates of wages and conditions of labour in connection with the tasks hereinafter mentioned at the Wyndham Meatworks.

GENERAL CONDITIONS.

2. Clauses under this heading are to be operative only where not otherwise provided under the headings of Sections I. to VII.

DEFINITIONS.

3. In this Agreement, unless the context indicates otherwise, the following terms have the meanings, respectively, set out against them, that is to say:—

(a) WEEK DAYS.—Mondays, Tuesdays, Wednesdays, Thursdays, Fridays.

(b) A WEEK shall mean Monday to Saturday inclusive.

(c) SHIFT WORK shall mean work done in time preceding, during, and following ordinary working hours by separate relays of employees.

(d) "MUTUALLY AGREED" or "MUTUAL ARRANGEMENT" implies agreed between the Management of the Meatworks and the Union Executive at Wyndham or Perth in writing.

PREFERENCE.

4. Subject to Clause 5, preference of employment in respect of tasks for which rates of wages are specified in this Agreement shall be given to Members of the Unions who are parties to this Agreement, provided they are competent and qualified workmen and do their work to the satisfaction of the Management. The Employer may require a Medical Certificate of fitness in respect of any applicant for employment. The cost of obtaining such certificate to be borne by the Employer.

5. With respect to the employment of Watchkeeping Engineers, the Employer reserves the right to employ Members of any Union or Organisation who are qualified to perform the duties of Watchkeeping Engineers.

6. Subject to preference to Members of the Unions who are parties to this Agreement, the Employer shall have the right—

(a) To select employees with due regard to their qualifications for their respective tasks;

(b) To allot to employees their respective tasks;

(c) In the case of an employee not fulfilling his task satisfactorily, to allot another task, at the rate specified for such allotted task;

(d) To transfer employees from one department or task to another whenever reasonably necessary to do so. In case of alleged unreasonableness the Board of Control can discuss with the Management;

(e) To dispense with the services of any employee for incompetence, drunkenness, or unsatisfactory work.

GUARANTEE.

7. Subject to Clause 6 (c) and (e), a guarantee of 16 weeks' work from date of commencement of operations is given to each employee brought from Perth or Fremantle for the 1926 season. The rates applicable under this guarantee shall be the rates for the respective tasks for which employees shall have been engaged. The date of commencement of operations shall be a matter for mutual arrangement.

PAID HOLIDAYS.

8. Labour Day, Good Friday, Wyndham Cup Day, Boxing Day, and New Year's Day.

PAID HOLIDAY RATES

9. (a) When an employee does no work on a paid holiday he shall be entitled to wages at ordinary rate for a working day, hours or tally, as the case may be.

(b) When an employee is required to work on a paid holiday he shall be entitled to wages at double ordinary rate, with a minimum of a working day hours or tally, as the case may be.

CLOSE HOLIDAYS.

10. Christmas Day and Sundays.

ORDINARY HOLIDAYS

11. Anzac Day, Easter Monday, and King's Birthday.

HOLIDAY RATES.

12. For time or tally worked on holidays the rates shall be—

(a) On ordinary holidays, rate and a half.

(b) On close holidays, double rate.

with a minimum of two hours.

WAITING TIME ALLOWANCES.

13. When (after expiry of the 16 weeks' guarantee), owing to completion or interruption or reduction of all or any of the operations from any cause, no employment is available for any employee who has been brought from Perth or Fremantle for the 1926 season, such employee shall be paid a waiting time allowance for each ordinary working day (excluding Sundays and holidays) as follows:—

(a) Day wage employees—
Ordinary working hours for the day at half their respective task rates.

(b) Contract slaughtermen—
Half the minimum payment prescribed in Clause 50 (b).

(c) Slaughterhouse assistants—
Half the minimum rates prescribed in Clause 58.

CHANGE OF TASK.

14. When, owing to completion or interruption or reduction of all or any of the operations from any cause, no employment is available for an employee at his usual task, such employee shall, if so required by the Management, do any other work available and be paid the rate pertaining to his recognised task.

TRAVELLING.

15. Each employee brought from Perth or Fremantle for the 1926 season shall be entitled to—

(a) Passage from Fremantle to Wyndham and travelling time allowance.

(b) Passage (and travelling time allowance) by first available steamer from Wyndham to Fremantle after termination of work in his department, or when his services are not further required by the Management; provided that his duties have been performed to the satisfaction of the Management.

(c) When such employee shall, at the request of the Management, remain in employment until the end of the succeeding season, he shall be entitled to receive payment in lieu of passage and estimated travelling time to Fremantle. This will not deprive such employee of his right to passage and travelling time (as above provided) at the end of such succeeding season.

(d) When an employee shall have been requested by the Management to remain in employment (Clause 15 (c)), and the Management afterwards notifies that the employee's services will not be required for the succeeding season, the allowance to the employee, Clause 15 (c), shall be calculated in the proportion that the length of time he is retained bears to a period of twelve months, dating from 30th November of the current season.

16. Travelling time allowance referred to in Clause 15 shall be at the rate of Fifteen shillings (15s.) per day, and shall accrue from day of embarkation to day of landing, both inclusive.

HOURS OF LABOUR.

17. Unless otherwise specifically mentioned herein, 44 hours shall constitute a week's work—divided into six working days as follows:—Five week days each eight hours, 40 hours: Saturday four hours, total 44 hours. A day's work shall therefore consist of eight hours on week days and four hours on Saturdays.

18. Daily rates of wages specified herein relate to a working day of eight hours.

19. Unless otherwise mutually agreed, ordinary starting time shall be 7.30 a.m. and ordinary ceasing time shall be 4.30 p.m. on week days and 11.30 a.m. on Saturdays.

20. Ordinary working hours shall comprise the hours between the ordinary starting time on any day and the ordinary ceasing time, exclusive of meal times and smokos.

21. "Outside of ordinary working hours" on any day means between midnight the previous day and starting time, and/or between ordinary ceasing time and midnight; also meal hours and smokos.

MEAL TIMES.

22. Unless otherwise mutually arranged, meal times shall be—

(a) From 6.30 a.m. to 7.30 a.m.
11.30 a.m. to 12.30 p.m.
4.30 p.m. to 5.30 p.m.
11.30 p.m. to 12.30 a.m.

(b) When employees are engaged on loading out frozen beef the above meal times will be recognised with the exception of breakfast time, which will be observed at the following time:—
7.30 a.m. to 8.30 a.m.

(c) When employees are engaged on loading and discharging steamers meal hours shall be elastic to the extent of one hour either way.

CRIBS.

23. (a) Employees engaged on loading and discharging steamers will be supplied with cribs as follows:—One crib at second smoko after commencing work after tea; one crib at second smoko after commencing work at midnight.

(b) Shift workers engaged on 4 p.m. to midnight and midnight to 8 a.m. shifts will be supplied with one crib during their shift.

MINIMUM OF OVERTIME.

24. Subject to any mutual arrangement, employees carted back to work, after a meal time, following ordinary ceasing time, shall be provided with the following minimum periods of work, or shall be entitled to payment for such:—

(a) On week days and Saturdays—two hours.

(b) On Sundays—four hours.

GENERAL.

25. The Management shall give the delegate reasonable notice of workers required to work overtime. The delegate shall then be responsible on behalf of the Union for supplying such workers. The Management shall give due regard to distribution of overtime.

26. When an employee works at more than one task on any one day he shall be paid for that day at the highest rated of such tasks.

27. Day wage employees shall be paid in the employer's time and contract and tallymen within reasonable time after ceasing work.

28. The employment and rates of pay of boys shall be a matter for mutual arrangement.

29. Wages shall be paid fortnightly in cash, or any employee may have his wages lodged to his credit with the State Savings Bank if he so desires.

30. Employees shall be provided without charge with accommodation in the quarters erected for that purpose, including stretcher, mattress, and pillow.

31. Each employee engaged under this Agreement who boards at the Works canteen agrees to have the amount of 25s. per week deducted from his wages fortnightly.

32. When employees under this Agreement are temporarily required to work away from the Works (outside of a two-mile radius) they shall be paid a victualling allowance of 6s. per day, provided it be found inconvenient to send a cook out with such employees.

33-34. All delegates shall be officially recognised by the Management.

DISPUTES.

35. Should any dispute arise as to the construction or meaning of this Agreement, or touching anything arising out of its operation, the work is nevertheless to be carried on without any interruption, and the matter in dispute shall be submitted to a conference between the Management and representatives of the Union concerned, such conference to be held at the Meatworks as soon as can be arranged.

36. Should no settlement be arrived at by above conference, the matter in dispute shall then be discussed between the Management and the local Board of Control of the Unions.

37. In the event of a settlement not being arrived at by discussion (referred to in Clause 36), the matter in dispute shall be submitted to the arbitration of an umpire to be chosen by one representative appointed for that purpose by the Employer and one representative appointed for that purpose by the Unions who are parties to this Agreement; and the decision of such umpire shall be final and conclusive. The umpire may determine by whom the costs of the arbitration shall be paid and may fix such costs.

38. Every reasonable facility will be afforded by both parties to enable arbitration to be completed within 12 hours of the beginning of any dispute in connection with Waterside work.

SECTION I.

SECTIONAL CONDITIONS

(pertaining to this Section).

39. Being responsible for the quality and condition of products, foremen may attend personally to such of the operations as they may consider necessary to ensure satisfactory results. Such operations include the making-up and attention to cold and hot pickles; the pumping and filterpressing of soups, and the finishing off of extracts, the setting and supervision of tinshop dies; the refining and weighing of tallow and edible fats and other processes of a like nature.

40. All freezing chamber employees working outside chambers shall be allowed 15 minutes for cooling down before entering freezing rooms.

SHIFT WORK.

41. Shift of eight hours may be worked in departments where operations are continuous or where they require attention for more than twelve hours in the twenty-four.

42. Shift workers shall be entitled to the prescribed overtime rates for work done during Sundays, holidays, meal times or smokos. For other time worked outside of ordinary hours shift workers shall only be entitled to rate and a half for any time worked in excess of eight hours per shift.

SMOKOS.

43. Smokos of fifteen minutes each shall be paid for as working time and shall be allowed (at times to be mutually arranged) as follows:—

(a) One smoko each forenoon worked, one smoko each afternoon worked, and one smoko after every two hours continuous work done outside of ordinary working hours.

(b) When employees are engaged on 12-hour shifts loading out frozen meat, three smokos each of 20 minutes will be allowed and paid for as work-

ing time for each 12-hour shift worked at the following times:—

Ordinary time—
9.30 a.m. to 9.50 a.m.
2 p.m. to 2.20 p.m.

Overtime—
7.30 p.m. to 7.50 p.m.
9.45 p.m. to 10.5 p.m.
2.15 a.m. to 2. 35 a.m.
4.45 a.m. to 5.5 a.m.

44. When reasonably required by the Management, owing to exigencies of the work, employees shall forego their smoko until a more convenient time.

OVERTIME.

45. Subject to any special provision herein, overtime rates shall be paid—

(a) Outside of ordinary working hours, rate and a-half.

(b) Meal times and smokos, double rates.

(c) Sundays:
Midnight Saturday to 6 p.m., double rates.
6 p.m. to midnight, treble rates.

46. Provided that ordinary rates and conditions shall apply during ordinary working hours, and rate and a-half for one hour before ordinary starting time or for one hour after ordinary ceasing time, to men doing preparatory or finishing work on preserving, cook room, cellarman handling meats for canning purposes, in any place set aside for curing purposes, open-air boners, retort and traymen, and chillroom men, as is now customary.

BEEF SLAUGHTERING.

47. Freezers, hand-sawn, rate per head		3s. 7.44d.
„ power-sawn	„	3s. 0.765d.
Dead Cattle ..	„	8s. 11.85d.
Slinks	„	10.48d.

48. Work to be performed by slaughtermen in dressing of freezing cattle shall be:—Knocking down, sticking, footing-off, grounding, backing-off, taking out offal, sawing down, dropping hides, finishing off, and wiping up.

49. The slaughtering gang shall, if so required by the Management, slaughter up to—

45 cattle per slaughterman per day on week days, and
20 cattle per slaughterman per day on Saturdays.

MINIMUM PAY TO SLAUGHTERING GANG.

50. On days on which killing is done, the employers shall provide the numbers of cattle indicated hereunder, namely—

(a) During the period of 16 weeks guarantee—
40 cattle per slaughterman on week days.
20 cattle per slaughterman on Saturdays.

(b) After expiry of 16 weeks' guarantee—
30 cattle per slaughterman on week days.
17 cattle per slaughterman on Saturdays.

or shall pay the slaughtering gang as for such numbers.

51. Three calves shall be reckoned as two cattle. Actual works grading shall determine the definition of "calf."

SUNDRIES.

52. Tripes (old system)	7.11d. each
Tripes (Scholes or similar system)	7.86d. „
Tripe (all rejects)	5.24d. „

BEEF SLAUGHTER HOUSE ASSISTANTS.

53. Subject to the provisions of Clauses 56 to 58, as to the minimum wages per day, and subject also to Clauses 45 and 12 as to the overtime and holiday rates, beef slaughter house assistants shall be paid on tally rates based upon the numbers of cattle treated per slaughterman (i.e., grounders and backers of the contract gang).

54. The tally rates specified hereunder are at per head of cattle treated per contract slaughterman, and relate to work done in ordinary working hours excepting holidays.

TALLY RATES.

55. (a) Tally rates in respect of all cattle treated up to and including—

Thirty cattle per slaughterman on a week day and/or seventeen cattle per slaughterman on a Saturday—

	Per head.
A.—Hide salters	9.039d.
B.—Taking out tongues, skinning heads, trimming paunches, skinning feet, taking out sinews, chiselling heads, cutting out cheeks, sawing off horns, breaking jaws (where all or any of these tasks are done) ..	8.556d.
C.—All other adult slaughterhouse employees	8.396d.

(b) Tally rates in respect of all cattle treated in excess of—

Thirty cattle per slaughterman on a week day, and/or seventeen cattle per slaughterman on Saturday, shall be those specified in (a) plus 25 per cent.

MINIMUM DAILY WAGES FOR SLAUGHTER HOUSE ASSISTANTS.

56. When for any day on which killing is done (and on which the full number of cattle is not available) the wages earned by a beef slaughter house assistant at the tally rates specified in Clause 55 shall be less than the minimum daily wage specified in the following tables, the respective minimum rates shall

apply to that day's work. These minimum rates shall be proportionately increased for work done outside of ordinary working hours or on holidays, as per Clauses 45 and 12.

57. Table of Minimum Rates to apply during 16 Weeks' Guarantee—

	Week days.			Saturdays.	
	£	s.	d.	s.	d.
A.	1	12	0	15	7
B.	1	10	3	14	9
C.	1	9	9	14	6

58. Table of Minimum Rates to apply after expiry of 16 Weeks' Guarantee:—

	Week days.			Saturdays.	
	£	s.	d.	s.	d.
A.	1	2	7	12	10
B.	1	2	0	12	1
C.	1	2	0	11	11

SCHEDULE OF RATES.

Tasks.	Rates per 8 hours. £	s.	d.
59. *Boning*—			
Boners	1	7	8
Slicers	1	3	0
Men taking away meat and attending slicing machines	1	3	0
Labourers	1	2	0
60. *Pickling*—			
Cellarmen (cold)	1	3	3
Cellarmen (open)	1	2	3
Labourers	1	2	0
61. *Preserving*—			
Scaldsmen and Hot Picklemen ..	1	2	11
Trimmers	1	2	0
Scalers	1	2	0
Filling Machinemen	1	2	0
Podgers	1	2	0
Can Wipers	1	2	0
Wiping, bridging, and putting on caps; placing under capping machine and taking off	1	2	0
Cappers	1	5	4
Looker-over	1	2	0
Trayer-up	1	2	0
Closers and Leak-menders	1	5	4
Retort Men	1	2	2
Can Washing (Empty)	1	2	0
Can Washing (Full)	1	2	11
Tin Examiners	1	2	11
Open Bath-men	1	2	2
All other Employees	1	2	0
62. *Extract*—			
All Employees	1	2	0

SCHEDULE OF RATES—*continued.*

Tasks.	Rates per 8 hours. £	s.	d.
63. *Packing*—			
Hand Lacquering or Lacquering Machine Attendants	1	2	11
Labourers carrying to and from Lacquering Machine and Stacking ..	1	2	0
Labellers	1	2	0
Packers and Testers	1	2	0
Nailers-down	1	2	0
Condemned Can Openers	1	2	11
All other Employees	1	2	0
64. *Tin Shop*—			
Pressman	1	2	11
Guillotine Hands	1	2	11
Rolling	1	2	0
Seamers (hand)	1	6	10
Seamers (machine)	1	4	6
Squeezers	1	2	0
Crimpers	1	2	0
Spiriters	1	2	0
Joker Machine-men	1	3	6
Hand Joker-men	1	4	6
Tin Examiners	1	2	11
Tinsmiths	1	6	0
Making Extract Cans	1	6	0
Solder Makers	1	2	0
Buttoning	1	2	11
All other Employees	1	2	0
65. *Case Making*—			
Benchman	1	2	3
Planing Machinist	1	2	3
Hand Box Makers	1	2	3
Machinist Box Makers	1	2	3
Printing Machinist	1	2	0
All other Employees	1	2	0
66. *Cold Storage*—			
Cold Storage Employees	1	5	3
Stackers	1	6	11
67. *Tallow House*—			
Fugalmen, Pressmen, Potmen, and Save-all Men	1	2	8
By-product Employees	1	2	0
All other Employees	1	2	0
68. *Fertiliser*—			
All Employees	1	2	8
69. *Oleo*—			
Forkers-out, Hasher-men, and Kettle-men	1	2	0
All other Employees	1	2	0
70. *Yard*—			
Labourers	1	2	0
Draymen and Horse-drivers ..	1	2	0

SCHEDULE OF RATES—*continued.*

Tasks.	Rates per 8 hours. £	s.	d.
71. *Shipping*—			
Loading Frozen Goods into Trucks	1	5	3
Loading other Goods into Trucks	1	2	0
Handling inward Goods ex Trucks	1	2	0
72. *Sundry Employees*—			
Lifting, shaking, trimming, re-salting, bibling and bagging Hides ..	1	2	0
Pickling or salting glue pieces ..	1	2	0
Labourers running cattle up race into Knocking Pen	1	2	0
Shopmen	1	3	0
General Labourers	1	2	0
73. *Live Stock*—	per week.		
Yarding and Tailing Stock, all Employees	7	1	9

(Conditions ruling during 1922 season to apply.)

SECTION II.

SECTIONAL CONDITIONS

(pertaining to this Section).

74. Ammonia Condensing Tower workers shall be provided with boots and overalls by the Management of the Works.

75. The following conditions shall also apply to work on all constructional extensions at existing works, unless done by an independent contractor.

76. Repairs shall not be done in lift shafts while the lifts are in ordinary use.

77. Employees working on 200 volts (and over) direct current, and on alternating current live wires, shall be provided with the necessary insulating tools, rubber mats, or other suitable protective appliances.

SMOKOS.

78. Smokos of fifteen minutes each shall be paid for as working time and shall be allowed (at times to be mutually arranged) as follows:—

One smoko each forenoon worked, one smoko each afternoon worked, and one smoko after every two hours continuous work done outside of ordinary working hours.

79. When reasonably required by the Management, owing to exigencies of the work, employees shall forego their smoko until a more convenient time.

OVERTIME.

80. Subject to any special provision herein, overtime rates shall be:—

(a) Ordinary ceasing time to midnight, rate and a-half.

(b) Midnight to ordinary starting time, double time.

(c) Meal times, smokos, and Sundays, double rates.

SCHEDULE OF RATES

	Per 8 hours. £	s.	d.
81.			
Die-sinkers, blacksmiths, coppersmiths, boilermakers, patternmakers, and acetylene and electric welders	1	8	11
Engineering mechanics, electrical mechanics, plumbers, moulders, and other metal workers other than metal workers' assistants and apprentices as hereinafter specified	1	8	2
Blacksmith's striker	1	2	4
Mechanical labourer	1	2	0
All other employees	1	2	0

82. The foregoing rates of pay shall include "Dirt Money."

APPRENTICES.

83. Apprentices shall not be paid less than the following rates of wages per week of 44 hours:—

	Per week. £	s.	d.
First Year	1	10	0
Second Year	1	17	6
Third Year	2	6	3
Fourth Year	3	8	9
Fifth Year	4	7	6

and thereafter not less than the minimum rates as set out in the foregoing clauses relating to wages.

84. The proportion of apprentices employed in this department shall not exceed one to every four or part of four journeymen engineering and electric mechanics other than watchkeeping engineers; but this shall not apply to the number of those apprentices now serving their time, and if the proportion now exceeds that already mentioned, no more apprentices shall be taken on until the stipulated proportion has been attained by expiration of services or otherwise. Apprentices shall not work overtime unless on breakdown work, for which they shall be paid double their ordinary rates.

85. The Management shall pay the apprentice for all time lost through close and ordinary holidays or sickness; provided that payment for such sickness shall not exceed one month in each year; provided further, that any time lost through sickness shall not be computed as part of the period of this apprenticeship, but shall be made up at the end of the term, and shall be paid for at the rate of wages as per the last year. All time lost by reason of holidays, up to one month per annum, or compulsory training, shall count as part of the apprenticeship.

SECTION III.

SECTIONAL CONDITIONS

(pertaining to this Section).

SMOKOS.

86. Smokos of fifteen minutes each shall be paid for as working time and shall be allowed (at times to be mutually arranged) as follows:—

One smoko each forenoon worked, one smoko each afternoon worked, and one smoko after every two hours continuous work done outside of ordinary working hours.

This clause shall not apply to Engine Room and Boiler Room shift workers.

87. When reasonably required by the Management, owing to exigencies of the work, employees shall forego their smoko until a more convenient time.

OVERTIME.

88. Subject to any special provision herein, overtime rates shall be:—

(a) Ordinary ceasing time to Midnight—rate and a-half.

(b) Midnight to ordinary starting time—double time.

(c) Meal times, smokos, and Sundays—double rates.

SHIFT WORKERS.

89. The following rates shall apply to shift workers:—

	Per shift of 8 hours. £	s.	d.
Engineer's Assistant	1	5	0
Greasers	1	2	4
Firemen	1	2	4
Trimmers	1	2	0

90. The hours of duty for shift workers shall be eight hours per day; any time worked on any day in excess of eight hours shall be paid for at the rate of double time, except where such is caused through sickness, non-arrival, or late arrival of the relieving shift-men, or in connection with the change-over or rotation of shifts. Shift work on Sunday shall be paid at the rate of time and a-half for the first eight hours and double ordinary time thereafter.

91. Such portion of the shift staff in engine or boiler rooms as may be deemed necessary by the Management on overhaul work during the shut down or slack season may be employed on such overhaul work at their usual rates per hour, provided they are competent to perform such work.

92. Ammonia Condensing Tower workers shall be provided with boots and overalls by the Management of the Works.

93. The following conditions shall also apply to work on all constructional extensions at existing works, unless done by an independent contractor.

94. Repairs shall not be done in lift shafts while the lifts are in ordinary use.

95. Ammonia helmets shall be located near the engine-room entrance and be inspected at intervals to keep the same in working order.

96. Employees working on 200 volts (and over) direct current, and on alternating current live wires, shall be provided with the necessary insulating tools, rubber mats, or other suitable protective appliances.

SCHEDULE OF RATES—DAY WORKERS.

97.

	Per day of 8 hours. £	s.	d.
Engine-room Cleaners	1	2	0
Riggerman	1	2	2
Boiler and Flue Cleaners	1	5	7
Oilmen	1	2	0
Caulker	1	2	11
Caulker's Assistant	1	2	0
Pipe Laggers	1	2	0
General Labourers	1	2	0
Splicer	1	5	0
Condenser Coil Cleaners	1	2	0
Engine-driver at Pool	1	4	10
Greaser at Pool	1	2	4
Suction Gas Engine-driver	1	6	11
Oil Engine-driver	1	2	10
Motor Launch Engine-driver's Assistant	1	2	0
Stationary Engine-driver	1	4	10
Locomotive Engine-driver	1	6	2
Locomotive Fireman	1	2	4
Locomotive Crane-driver	1	4	10
Train Guard	1	2	4
Outside Greaser	1	2	0
Greaser on Killing Floor	1	2	0
Liftman	1	2	0
Motor Launch Engine-driver (per week)	7	0	0

98. The Caulker and Caulker's Assistant will be paid an allowance of 3s. per day when engaged continuously on a whole week's work on the pipe track, and when engaged for only a portion of a week they will be paid an allowance of 4s. per day for the days so worked away from the Meatworks.

99. The foregoing rates of pay shall include "Dirt Money."

SECTION IV.

SECTIONAL CONDITIONS
(pertaining to this Section).

100. Cooper's rates of wages eight pounds eight shillings (£8 8s.) per week of forty-four hours.

OVERTIME.

101. (a) Between ordinary ceasing time and midnight, rate and a-half.

(b) Between midnight and ordinary starting time, double rates.

(c) Overtime work to be as evenly as practicable distributed amongst the men employed.

SMOKOS.

102. (a) Smokos of fifteen minutes each shall be paid for as working time and shall be allowed (at times to be mutually arranged) as follows:—

One smoko each forenoon worked, one smoko each afternoon worked, and one smoko after every two hours' continuous work done outside of ordinary working hours.

(b) When reasonably required by the Management, owing to exigencies of the work, employees shall forego their smoko until a more convenient time.

103. Cartage on tools from Perth to Wyndham and back to Perth to be paid by the employer.

SECTION V.

SECTIONAL CONDITIONS
(pertaining to this Section).

104. Unless otherwise mutually agreed, ordinary starting time shall be 7.45 a.m. and ordinary ceasing time shall be 4.45 p.m. on week days and 11.45 a.m. on Saturdays.

105. The working shift on ships and wharf shall be of twelve hours, and, where possible, starting times shall be noon and midnight.

SMOKOS.

106. Three smokos of 20 minutes each will be allowed and paid for as working time for each 12 hours shift worked at the following times:—

9.45 a.m. to 10.5 a.m.
2.15 p.m. to 2.35 p.m.
7.45 p.m. to 8.5 p.m.
10.0 p.m. to 10.20 p.m
2.30 a.m. to 2.50 a.m.
5.0 a.m. to 5.20 a.m.

107. When reasonably required by the Management, to ensure the safety of perishable cargo, employees shall forego their smoko until a more convenient time.

108. If men work smoko they shall be paid a half-hour extra at the rate being worked. If men work meal hour they shall be paid 2s. 6d. extra on the rate being worked.

MEAL TIMES.

109. Unless otherwise mutually arranged meal times shall be—

7.45 a.m. to 8.45 a.m.
4.45 p.m. to 5.45 p.m.

SHIPPING.

110. Rates—

—	Ordinary Cargo. per hour.	Special Cargo. per hour.	Frozen Meat. per hour.	Explosives. per hour.
	s. d.	s. d.	s. d.	s. d.
Ordinary Time	3 6	3 9	3 10	4 6
Ordinary Overtime ...	5 3	5 6	5 7	6 3
Saturdays—				
12 noon to 4 p.m. ...	5 3	5 6	5 7	6 3
4 p.m. to midnight ...	5 9	6 0	6 1	6 9
Ordinary Holidays ...	5 9	6 0	6 1	6 9
Close Holidays and Sundays	7 6	7 9	7 10	8 6
Continuous Time—				
Ordinary Working Days:				
Over 12 hours and not exceeding 24 hours...	6 0	6 3	6 4	7 0
Over 24 hours and not exceeding 36 hours...	8 0	8 3	8 4	9 0
Over 36 hours and not exceeding 48 hours...	10 0	10 3	10 4	11 0
Over 48 hours ...	13 0	13 3	13 4	14 0
Continuous Time—				
Sundays and all Holidays:				
Over 12 hours and not exceeding 24 hours...	8 0	8 3	8 4	9 0
Over 24 hours ...	10 0	10 3	10 4	11 0

111. Special cargo comprises powellised timber, coal, cement in bags or casks, log timber, bonedust, and coke bagged or bulk.

112. Eight hours or more shall constitute a break of continuous work.

113. Continuous time shall count from starting time and shall include meal hours.

114. Working time shall start from the time the men are ordered to "stand by."

115. The Stevedore shall regulate in his discretion the number of men to be employed and their disposition in accordance with the requirements of the work to be done, but he shall obtain all men employed through the delegate of the Union appointed for that purpose.

SECTION VI.

SECTIONAL CONDITIONS
(pertaining to this Section).

116. During the period of operations, namely, from the date of "commencement of operations" as determined under Clause 7, until the date on which

the employees embark for Fremantle after despatch of the last shipment of the Season's Beef to London, the following rates shall rule:—

	Per day of 8 hours.		
	£	s.	d.
Quarry Work—			
Powder Monkey	1	4	0
All others	1	3	0
Railway Maintenance—			
Leading Hands	1	4	0
All others	1	3	0
Jetty Maintenance—			
Topman	1	4	0
All others	1	3	0
Concrete Mixing	1	3	0
Pick and Shovel Work (dry) ..	1	3	0
Pick and Shovel Work (wet) ..	1	5	0
General Labour	1	2	0

	Per week.		
	£	s.	d.
Drovers (plus food)	5	15	6

117. Between seasons (i.e., exclusive of the "period of operations," defined in Clause 116) the rates and conditions of employees working under Section VI. shall be those at the time governing employment at Wyndham under Public Works Department Awards.

SECTION VII.

SECTIONAL CONDITIONS (pertaining to this Section).

118. Canteen Employees—

Rates—	Per week.		
	£	s.	d.
Head Cook	7	0	0
Second Cooks	6	0	0
Third Cooks	5	7	6
Head Waiter	5	0	0
Ordinary Waiter or Waitress ..	4	10	0
Scullerymen or Maids	4	10	0
Pantrymen or Maids	4	10	0
Baker and Pastrycook	6	10	0
Butcher	6	10	0

119. Forty-four hours (44) shall constitute an ordinary week's work, divided into six (6) ordinary working days of seven (7) hours and twenty (20) minutes each.

120. Seven (7) hours and twenty (20) minutes within twelve (12) hours to constitute a day's work for Waitresses, Waiters, or Scullery and Pantry Hands; other employees, customary shift work of seven hours and twenty minutes per day.

121. Forty-four (44) hours to constitute a week's work for Bakers, divided into six (6) ordinary working days of seven (7) hours and twenty (20) minutes each. Should a Baker be called upon to work on Sundays he shall be paid double rates for such time worked.

122. One clear day to be recognised and allowed off weekly. If an employee be requested to work on a recognised day off, overtime rates of time and a-half to be paid in addition to ordinary time.

123. The recognised day off can only be changed by mutual agreement between the employees.

124. A sufficient number of employees to be engaged so as to ensure that no one will be called upon to work more than seven (7) hours and twenty (20) minutes in any one day.

125. Thirty-two (32) Boarders to be a complete table for one Waitress or Waiter.

126. All overtime rates at time and a-half except Bakers.

127. Any person affected by this Log being incompetent to carry out ordinary duties in ordinary working time shall not be paid overtime for any overtime worked and caused by such incompetence.

128. Care to be exercised in the handling of all crockery; breakages caused by such carelessness to be charged for.

129. All employees must be clean in habits and dress during working hours, and no smoking in the Canteen is allowed during the cooking or serving of meals.

130. All Canteen employees shall receive free food.

131. This Agreement shall take effect as from the First day of April, 1926, and shall remain in force until the Thirty-first day of March, 1927.

SIGNED for and on behalf of—

The West Australian Branch of the Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth.

T. G. AMOTT, **President.**

G. J. KEITH, **Secretary.**

The Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers.

H. BALINSKI, **President.**

S. FAULL, **Secretary.**

The West Australian Branch of the Federated Engine-drivers' and Firemen's Association of Australasia.

G. A. BRADSHAW,
President.

J. BREYDON,
Secretary.

The West Australian Branch of the Federated Coopers of Australia.

W. H. FOORD,
Vice-President.

P. CAMPBELL,
Secretary.

The Australian Workers' Union.

D. WATSON,
Vice-President.

A. J. WATTS,
Secretary.

SIGNED for and on behalf of the Wyndham Freezing, Canning, and Meat Export Works.

LESLIE McGHIE.
General Manager, Wyndham Freezing, Canning, and Meat Export Works.

Witness—
W. H. ELAM.

TAILORING (PERTH AND DISTRICT).

(Registered 7th May, 1926.)

No. 14 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this sixth day of May, One thousand nine hundred and twenty-six, between The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the one part, and The Coastal District Master Tailors' Industrial Union of Employers (hereinafter called "the Employers"), of the other part: Witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to employers and workers engaged in the Tailoring industry in order work which, without limiting its meaning, shall include amongst other items the following work:—

(a) Bespoke work;
(b) Garments cut to individual measure;
(c) Garments that are fitted on;
(d) Garments cut to chart measure.

Provided that in the case of all uniforms tendered for by contract, where they are not less than twenty-five garments of one particular kind and description notwithstanding they be cut to single measure, they may be made according to ready-made clothing rates and conditions (plain jackets to rank as sacs, and plain tunics to rank as pagets), but must be given to each individual worker in quantities of not less than three garments of one particular kind and description at a time.

2. *Hours.*—Forty-four hours shall constitute a week's work and shall be worked within the following hours:—On five days of the week, 8 a.m. to 6 p.m.; on Saturday or such other day on which the half-holiday is usually observed, between 8 a.m. and 1 p.m.

3. *Mid-day Meal.*—In no circumstances shall less than three-quarters of an hour be fixed for the time of the mid-day meal.

4. *Overtime.*—Within the hours fixed and worked at the employers' request:—

(a) Any worker (piece or weekly) who, within the hours fixed for beginning and ending work is employed in excess of the hours fixed for any one day, shall be paid for such excess time as follows:—

(i) Weekly hands, time and a-half.
(ii) Piece Workers:—
Males, 11d. per hour on time worked in addition to ordinary piece rates.
Females, 7½d. per hour on time worked in addition to ordinary piece rates.

(b) No apprentice under the age of sixteen years shall be worked overtime.

5. *Overtime.*—Outside the hours fixed and worked at the employers' request:—

(a) Any time worked outside the ordinary working hours shall be paid for as follows, with the addition of 1s. to provide a meal:—

(i) Weekly hands, time and a-half.
(ii) Piece workers—Males, 11d. per hour on time worked in addition to the piece work rates.
(iii) Females, 7½d. per hour on time worked in addition to the piece work rates.

(b) No apprentice under the age of 16 years shall be worked overtime, but an apprentice over sixteen years of age may be worked overtime with his or her consent.

(c) No work shall be performed during the ordinary meal time.

(d) When females or apprentices are employed for a period of more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the weekly wage, and such interval shall be computed as part of the working time.

6. *Holidays.*—All weekly workers including apprentices, whether in a city or elsewhere, shall be entitled to the following holidays without deduction of pay:—New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Eight Hours' Day, King's Birthday, Christmas Day, and Boxing Day, or such other days as by law or otherwise are observed in the State in lieu of the said days respectively.

7. *Payment for work on Sundays or Holidays* worked at the Employers' request:—

(a) Any worker who is employed on a Sunday or any holiday provided for herein shall be paid at the rate of ordinary time in addition to his weekly rate.

(b) Piece workers employed on Sundays or holidays shall be paid at log rates and in addition at the rate provided for weekly workers for the time so worked.

8. *Distribution of Work.*—Employers shall in slack times observe turns for weekly and piece workers (including out-door workers) for coat, sac, trousers, and vest hands in the respective classes of garments: Provided that journeymen and journeywomen having ap-

prentices shall be allowed, on their turn, extra work equivalent to the wages of the apprentices during the time the turn system is in operation. The employer shall keep in the workroom a true record of every turn, which shall be open to the inspection of the workers.

9. *Regulation of Out-work.*—All work shall be done in the workshop provided and controlled by the employer except where a permit shall be given by the Chief Inspector of Factories, which permit shall only be given after due notice of the application therefor shall be served on the union. Such notice shall be given by registered letter and only in the following cases:—

(a) Where the person to whom it is proposed to give such work out is unable to work on the employers' premises by reason of infirmity, old age, or domestic ties.

(b) Lack of accommodation on the employers' premises, provided that in such case the employer shall not have more than one such outdoor worker to every ten indoor workers or fraction thereof.

(c) Persons doing outdoor work shall not employ labour except that of members of their own family resident with them.

(d) Persons doing outdoor work shall not work for more than one employer except by the consent of the Chief Inspector of Factories.

(e) Such outdoor worker shall be paid for at the piecework rates provided for by this agreement.

(f) Outdoor workers shall be provided free of charge with cotton, silk, thread, and all other sewings and trimmings used in manufacturing garments.

10. *Wages.*—The minimum rate of wage payable under this agreement to workers (other than duly registered apprentices and probationers working for a weekly wage) shall be ascertained according to the following schedule:—

Order Tailoring—Male Journeymen.

	Per week. £ s. d.
(1) Cutters, viz., males employed marking or cutting out garments	5 10 0
(1a) Foremen	5 10 0
(2) Trimmers, viz., males employed marking or cutting out linings or trimming ..	5 0 0
(3) Fitters, viz., males employed fitting up garments	5 0 0
(4) Tailors, viz., males employed in making garments	5 0 0
(5) Machinists, viz., males employed machining garments	5 0 0
(6) Pressers, viz., males employed pressing any part of a garment	5 0 0
(7) All others	4 13 9

Order Tailoring—Female Journeywomen.

	Per week. £ s. d.
(1.) Cutters, viz., females employed marking or cutting out garments ..	5 10 0
(2) Trimmers, viz., females employed marking or cutting out linings or trimmings	5 0 0
(3) Fitters, viz., females employed fitting up garments	5 0 0
(4) Pressers, viz., females employed pressing any part of a garment	5 0 0
(5) Machinists	3 2 6
(6) Body and dress coat hands, viz., females employed making any part of frock coats of all descriptions, dress coats, inverness, morning coats, liveries, coatees, military officers' coats, cassocks, pulpit and bar gowns ..	5 0 0
(7) All other coat hands, viz., females employed making any part of a coat other than those mentioned in the immediately preceding subclause (6)	3 2 6
(8) Trouser hands, viz., females employed making any part of trousers ..	2 14 6
(9) Vest hands, viz., females employed making any part of a vest	2 13 1½
(10) All other females, viz., females employed in any work not specially classified	2 13 1½
(10a) Female charge hands, 1s. per diem extra when in charge of three or more workers.	

11. *Apprentices.*—(a) In this agreement a "duly registered apprentice" means an apprentice of whose apprenticeship notice has been given to the Clerk of the Court of Arbitration in accordance with the provisions of this clause; and a "duly registered probationer" means a person working as an apprentice on probation, of whose probationary period notice has been given to the Clerk of the Court in accordance with the provisions of this clause.

(b) For the purposes of this agreement all workers in the industry shall be classified as belonging to one of the following classes:—

(i) Journeymen.
(ii) Journeywomen.
(iii) Registered apprentices.

(c) Any employer hereafter taking an apprentice shall within fourteen days after the execution of the agreement in respect thereof make application to the Clerk of the Court for the registration of such agreement.

(d) If at the date of this agreement any employer is employing any person as an apprentice or a probationer who has not been duly registered as such, he shall register such apprentice or probationer within fourteen days thereafter.

(e) Male apprentices shall not exceed in number one to every three journeymen or journeywomen or fraction of three journeymen or journeywomen coat, vest or trouser hands, or machinists or pressers, employed by each employer or firm of employers. No apprentice under the age of sixteen years shall be taken to the pressing branch.

(f) Female apprentices shall not exceed in number one to every two journeymen or journeywomen or fraction of two journeymen or journeywomen coat, vest or trouser hands, or machinists or pressers, employed by each employer or firm of employers. Provided in reference to this and the immediately preceding clause that at the expiration of three years of the term of apprenticeship (and subject to the apprentice having qualified by examination for that period) an additional apprentice may for the purpose of computing such proportion be taken in substitution for the apprentice so completing the term of three years as aforesaid.

(g) For the purpose of ascertaining the number of apprentices allowed to be taken at any time the number of journeymen and journeywomen employed taken respectively shall be deemed to be the average number of journeymen and journeywomen employed for at least two-thirds of full time on all working days of the twelve months immediately preceding such time. Where an

employer is himself actually working as a journeyman or journeywoman he or she shall be allowed to count as a journeyman or journeywoman, as the case may be, for the purpose of calculating the average number of journeymen and journeywomen under this subclause.

(h) The terms of apprenticeship shall be as follows:—

(1) To coat making—Five years.
(2) To vest making—Three years.
(3) To trouser making—Three years.
(4) To skirt making—Three years.
(5) To pressing—Four years.
(6) To coat, trouser, and vest machining—Four years.
(7) To fitting up and trimming—Four years.

(i) Any employer who from unforeseen circumstances is unable to carry out his obligations to an apprentice may, in manner provided by the said Act, transfer the apprentice to another employer for the purpose of completing his term.

(j) The following provisions shall apply in respect of all apprenticeships:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this agreement and shall, subject to the provisions of Subclause (q), pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 4 in the appendix hereto) to show that he has served his apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice, he may, with the consent of the apprentice and in manner provided by the said Act, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and to pay the rate of wages prescribed by this agreement according to the total length of time served, and generally to perform the obligations of the original emeployer. The employer shall in such case give to the apprentice a certificate of the time served and of the rate of wages paid. It shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevetheless give him a certificate for the time actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(k) The minimum wage payable to an apprentice shall be:—

Males.

	Per week. £	s.	d.
Machining:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	6	6
Sixth 6 months	1	12	6
Seventh 6 months	2	5	0
Eighth 6 months	2	17	6

Males.

	Per week. £	s.	d.
Coat Making:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	6	6
Sixth 6 months	1	12	6
Seventh 6 months	1	18	6
Eighth 6 months	2	5	0
Ninth 6 months	2	11	6
Tenth 6 months	2	17	6
Pressing:			
First 6 months	0	18	9
Second 6 months	1	5	0
Third 6 months	1	11	3
Fourth 6 months	1	17	6
Fifth 6 months	2	3	9
Sixth 6 months	2	10	0
Seventh 6 months	2	16	3
Eighth 6 months	3	2	6

Females.

	£	s.	d.
Coat Making:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	5	0
Sixth 6 months	1	10	0
Seventh 6 months	1	15	0
Eighth 6 months	2	0	0
Ninth 6 months	2	5	0
Tenth 6 months	2	10	0
Trouser or vest or skirt making:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	6	0
Sixth 6 months	1	12	6
Machining:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	5	0
Sixth 6 months	1	11	6
Seventh 6 months	1	18	0
Eighth 6 months	2	5	0

(*Males and Females.*)

	£	s.	d.
Fitting up and Trimming:			
First 6 months	0	12	6
Second 6 months	0	15	0
Third 6 months	0	17	6
Fourth 6 months	1	0	0
Fifth 6 months	1	6	6
Sixth 6 months	1	12	6
Seventh 6 months	2	5	0
Eighth 6 months	2	17	6

Provided that the above rates or any of them may at any time be varied by Award of the Court of Arbitration or Agreement made between the parties hereto.

(l) An apprentice who after having served the full term of his apprenticeship is under the age of twenty-one years may continue in his master's employment at less than a journeyman's minimum wage until the expiration of one year thereafter or until he becomes

twenty-one years of age, whichever first happens: Provided that during the first six months after the expiration of the apprenticeship he shall be paid Three Pounds Twelve Shillings per week and for the balance of the period Four Pounds Seven Shillings and Sixpence a week.

(m) Every apprentice shall be bound to submit himself or herself to examination by a Board of Examiners hereinafter constituted once in each six months of his or her service when called upon by the Clerk of the Court so to do.

(n) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination shall be held at the place where the apprentice is employed or at such other place as the Court may determine, and it shall be the duty of each Employer to provide such necessary material and machinery as may be required and in all ways facilitate the conduct of the examination.

(o) The examinations will be held in the months of January and July in each year. The Board of Examiners will consist of persons skilled in the particular class of the trade to which the candidate is apprenticed, to be nominated by the Union and by the employers carrying on business within the area to which this Agreement applied; or failing such nomination or nominations such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of either member and the decision of such third person shall be final and conclusive. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(p) The examiners shall report to the Court in writing as to the result of the examination.

(q) The Clerk of the Court shall supply to each candidate a certificate showing the result of the examination and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in sub-clause (k) hereof from any apprentice who fails to satisfy the examiners.

(r) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this Agreement under Section 98 of the Act and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(s) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

12. *Underrate Workers.*—Any worker who is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the Employer, and in default of such Agreement within twenty-four hours after such worker shall have applied in writing to the Secretary of the Union stating his desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker after twenty-four hours notice in writing shall have been given by him to the said Secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given to the Secretary and after lodging the application mentioned and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof and after the expiration of the said period until the wage shall have been again fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

13. *Visiting Workshops.*—Any person duly authorised by the Chief Inspector of Factories in writing (such authorisation shall be terminable at the will of the Chief Inspector of Factories), shall have power to inspect any part of a factory, workshop or place where it is believed that a breach of this Agreement is occurring or has occurred. At least six hours' notice shall be given by such authorised person prior to his actual going on the premises and the employer shall be notified of his arrival and shall in person or by his nominee be entitled to accompany the authorised person in such inspection and shall provide access to the wages book or time sheet of any worker bound by the Agreement. The necessary proof that the worker is so bound shall be supplied by the authorised person. The work and duties of the workers shall be interfered with as little as possible by the authorised person.

A duly authorised officer of the Union shall have power to enter any of the establishments during the meal hour for the purpose of collecting dues or transacting other business on behalf of the Union.

Employers shall permit notice boards to be erected in the respective establishments for the purpose of posting notices thereon in connection with meetings or other business of the Union, such notice board to be in a prominent position.

14. *Record Book.*—Employers shall provide in each factory, workshop or place where work is carried on for him, a time book. Such time book shall contain a correct account of the hours worked and wages received by every worker (including outdoor workers) bound by this Agreement and in the case of outdoor workers doing piece-work, an itemised record of the work done by such workers. Such book shall be kept correctly entered up in ink and shall be signed each week by the worker so bound verifying the accuracy of the hours worked and the amount of wages received and in the case of outdoor workers doing piece-work, the itemised details of the work done. The said book shall be open to the inspection of a duly authorised officer of the Union during working hours.

15. *Piece Work.*—The minimum rates to be paid for piece work shall be calculated in accordance with the Log hereunto annexed as amended by the schedule hereto.

16. *Normal Average Output.*—In the order section of the industry, where there is a normal average output by a weekly worker and the weekly worker makes more than that amount in the ordinary working hours of any one week, such worker shall be entitled to additional wages for such week for such extra work proportionate to the extra work done in comparison with the normal average output together with an additional twenty per cent. on such extra work.

17. *Board of Reference:*

(a) For the purpose of this Agreement there shall be a Board of Reference consisting of two representatives of the employers and two representatives of the Union and a Chairman to be mutually agreed upon by such representatives or in default of such agreement to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(e) If any dispute or question shall arise in the carrying out of this Agreement between the Union and the Employers or any of them, such dispute or question may be referred by either party concerned to the Board and the decision of the Board or a majority thereof shall be final and conclusive. Provided that nothing herein contained shall empower the Board to vary or amend the rates of wages or any other term or condition set out in this agreement.

(d) On any matter being referred to the Board as aforesaid or at the request of any two members of the Board, the chairman shall convene a meeting of the Board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The chairman shall determine whether any question or dispute properly comes within the province and function of the Board.

(f) Any costs or charges attending sittings of the Board may be awarded by the chairman against the unsuccessful party.

18. *Higher Duties.*—Where any worker is engaged in any one week for more than half of such week at work in a higher class than he or she is employed to perform, he or she shall be paid for the full week at the highest rate payable for such work under this agreement; but if he or she is engaged for less than half of any such week, he or she shall only be paid at the rate fixed by this agreement for the work he or she actually performs.

19. *Payment of Wages.*—The working week for the purpose of this agreement shall terminate on a day other than Monday or Saturday, and all workers shall be paid all moneys due to them in full during the ordinary working hours not later than the day following the termination of the week.

20. *Waiting Time for Pieceworkers*—

(a) *Coat Makers.*—The rule as to waiting for work shall be as follows: At the first try on when the worker has picked the coat to pieces and given it to the cutter to mark up and recut, should the operative be detained for more than twenty minutes before the cutter returns the same, the operative shall be paid for any time over the said twenty minutes as follows:—

Males at the rate of 1s. 6d. per hour.
Females at the rate of 1s. per hour.

(b) All other pieceworkers who are authorised or requested to wait for work on any one day for more than half an hour in the factory or workshop shall be paid for such waiting time at the rates as follows:—

Males at the rate of 1s. per hour.
Females at the rate of 9d. per hour.

The above rates shall be payable provided that the workers have not another job on hand.

21. *Collecting Logs.*—Where piecework is in operation the employer shall make arrangements for collecting the logs, and the workers need not leave their places.

22. *Terminating Employment.*—In order to terminate employment two days' notice shall be given on any day with payment to date of termination, or in lieu thereof two days' pay shall be paid or deducted.

23. *Weekly Wage; how paid.*—All weekly wages shall be paid in full unless the employer on the day ending any week gives notice to any worker of any day in the following week on which he or she will not be wanted.

24. Notwithstanding anything contained in Clause 23 hereof the workers shall be paid for the holidays provided for in the agreement.

25. *Workers absenting themselves.*—No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where the wages are fixed at per week the worker to be entitled to the same so fixed must be available and ready and willing to do the work on the days and during the hours fixed by this agreement.

26. *Posting of Agreement.*—A copy of this agreement shall be posted in a prominent place in the workroom on receipt of same from the secretary or branch secretary of the union.

27. *Area.*—This agreement shall apply over the area comprised within a radius of twenty-five miles from the General Post Office, Perth.

28. *Term.*—This agreement shall continue in force for a period of three years from the date hereof: Provided that at any time after the expiration of twelve months from such date the Court may alter or amend the same on the application of any party or person affected by its provisions.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that , of , has entered my service on probation as an apprentice to the Branch of the Tailoring trade on the day of , 19 .

Dated the day of , 19 .

.....
(Employer's signature.)

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please notice that the undersigned (Apprentice) , of , has entered the service of the undersigned (Employer), , of , as an apprentice to the branch of the Tailoring trade.

The term of service began on the day of , 19 .

Dated the day of , 19 .

.....
Signature of Apprentice.

.....
Signature of Parent or Guardian.

.....
Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the Branch of the Tailoring Trade (first, second class) at the next examination of apprentices.

Dated this day of , 19 .

Name.....
Address (where employed).....

Form 3.

I hereby certify that , of , has satisfied the Examiners of his competence in the branch of the Tailoring Trade at the examination proper to the year of his service as an apprentice.

Dated the day of , 19 .

.....
Clerk of the Court of Arbitration.

Form 4.

WESTERN AUSTRALIA.

Certificate of Competency.

This is to certify that , of , has served his full apprenticeship to the branch of the Tailoring trade.

Signature of Employer.....

This is to certify that the above-named apprentice has passed all examinations in accordance with the award of the Court of Arbitration.

Dated the day of , 19 .

.....

.....

Signatures of Board of Examiners.

The Schedule referred to.

(Amendments of annexed Log.)

Piecework:

The Log incorporated with the Award No. 14 of 1915 is adopted for the purpose of this Agreement, with the following alterations and amendments:

Rates of Piecework:

(a) Males:

Ladies' Tailoring rate to be altered to 1s. 9d. per hour.

Coat makers' rate to be altered to 1s. 6d. per hour.

(b) Females:

Coat makers to be altered to 1s. 2d. per hour.

Trouser makers to be altered to 1s. 2d. plus 2½ per cent. per hour.

Vest makers to be altered to 1s. 0½d. per hour.

Skirt makers to be altered to 1s. 2d. per hour.

Page.	Column.	Line.	——	Time.	Price.
			Vests.		
			Delete—		
11	1	...	Preamble of 1st class vests ...	...	...
			Add—		
...	...	...	Extra hole and button each ...	½	3d.
...	...	...	Back Straps by hand	¾	4d.
...	...	...	Try on	½	6d.
			Trousers.		
			Delete—		
11	2	...	Preamble 1st class trousers ...	...	...
11	2	86	Loops for belt (3)	...	10d.
			Add—		
...	...	...	Loops for belt (4)	...	1/-
11	2	100	Surged Seams	1	1/2d.
11	2	68	To 2nd class Preamble "or bound"	...	...
...	...	...	Hip pocket when not doing own machining	...	7½d.
...	...	...	Fork pieces over 3ins. long ...	½	7d.
...	...	...	Hip pieces or pair	½	7d.
...	...	...	Cuff bottoms (boxed)	...	10d.
...	...	...	Stay Tape in or stitching edge of fly or topside	½	3½d.
...	...	...	Back straps by hand	¾	4½d.
11	2	92	Raised seams	¾	7d.
11	2	90	Double seat of cloth by hand ...	1	1/2d.
			Sacs.		
			Delete—		
7	2	98	"Back or"	...	...
			Alter.—		
7	2	99	to Vent in Back	1	...
			Add—		
...	...	...	Fastening back facings ...	½	...
7	2	82	Edges extra row machine stiched	¾	...
7	2	85	Butt cuff 1 or 2 holes real ...	1½	...
7	2	86	Butt cuff 1 or 2 holes mogue ...	1	...
...	...	...	Vents in sleeves	½	...
...	...	...	Mogue vents in sleeves ...	¼	...
...	...	...	Mogue holes per pair	¼	...

Provided that to the rates set forth above for the classes of work comprised in the heading "Trousers" there shall be added a sum equivalent to 2½ per cent. of such rates, and such sum shall be paid in addition to the rates set out above.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

The Common Seal of the Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth, was hereunto affixed in the presence of— [L.S.]

W. M. PENFOLD,
President.

ANNIE WARREN,
Acting Secretary.

The Common Seal of the Coastal District Master Tailors' Industrial Union of Employers was hereto affixed in the presence of— [L.S.]

W. DETHRIDGE,
President.

FRED. W. WITHERS,
Secretary.

THE PIECEWORK LOG HEREINBEFORE REFERRED TO.

Men's Hand Log, which shall be paid for at 1s. 2d. per hour.

The following terms shall have the meanings hereby assigned to them:—

First-class shall mean: Superfine cloth, satara dress beaver, Venetian, covert coating, Kersey, buck-skin, doeskin, treble-milled Melton or West of England coatings, cashmere, corkscrew, plush, velvet, velveteen, velvet cord, Bedford cord, treble-milled whipcord, fine dress worsted coating, silk, satin. Hooper's elastic camel's hair cloth, scarlet white and light drab-faced cloth, fur-faced heavy hunting, fancy and knitted vestings, and all similar materials.

Second-class shall mean: Worsted coatings, trouserings, or Melton (not being treble-milled) naps, whitney's, freize, pilots, unfaced covert coatings, silk mixture, vicuna, heavy milled angola. Saxony, Cheviot, West of England and Chipper Norton tweed, tropical worsteds, fine and heavy milled serge, corduroy, moleskin, alpaca, homespuns, melange, flannel, hopsack cotton linen. Assam, and tussore silk.

D.B. shall mean double-breasted.

S.B. shall mean single-breasted.

Fitting up shall mean cutting facings, collars, welts, bands, straps and all fittings and linings.

Extras shall mean any work not specified in the starting price.

Youth's extras, same as men's.

Boys' extras less one-fourth.

MEASUREMENTS COATS).

Adult.—Dress, frock, morning, sac, Eton or Norfolk, over 36½in. and under 48in. from hole to button, 48in. extra, 2s.; each additional 2in., 1s. extra; all oversize and measurements to read as per old log.

Overcoats.—Over 41in. and under 50½in. from hole to button, 50½in. extra, 2s.; each additional 2in., 1s.

Youths'.—Dress, frock, morning, sac, or Norfolk, over 34½in. to 36½in. from hole to button, less than men's, 2s.; Eton, do., 1s. 6d.

Overcoats.—37in. to 41in., from hole to button, less than men's, 2s.

Boys' Sac or Norfolk.—34½in. and under, from hole to button, less than youths', 2s.; Etons, 1s. 6d.

Overcoats.—37in. and under, from hole to button, less than youths', 2s.

BASTES.

	s.	d.
Morning Coat and Overcoats.—Seams basted over, canvas in fore-parts with one sleeve and collar	2 hours	
Body coats if pressed with collar and one sleeve	2	6
Full baste without linings, including facings, sleeves, buttons and tabs	3	6
Full baste, including all linings, facings, sleeves, waddings, buttons, tabs, and collar	5	0
Forward try on.—Front edges made up, all seams except shoulders, collar, and one sleeve basted in	1	0
Sac, Norfolk, and Eton.—Skeleton baste, one sleeve canvas in forepart	1	0
Sac, Norfolk, and Eton.—If pressed with collar and one sleeve ...	1	6
Forward try on—Front edges made up, all seams, except shoulder, collar, and one sleeve basted in	1	0

SCHEDULE OF RATES FOR COATS.

(Made wholly by hand.)

DRESS (ANY MATERIAL) AND D.B. FROCK COATS.

	Hours.
Raw or bluff edge coat (edge of apels either cut or shrunk), with seamed lapels, cut up in des across waists, side back, back skirt linings or facings canvas in breast, lapels and collar padded, 6 piles wadding in shoulder points, wadding in sides and sleeve tops, two plait and one inside breast pocket, five holes (real or imitation) on each breast, plain sleeves without stitching, one row stitching on outside edge, frock coat, to start	36
Items.	
Fitting up	¾
Seaming side bodies	½
Seaming waists	½
Seaming side seams	½
Lapels	½
Making up plaits without pockets, turning in both skirts, including hip stays	1
First press	½
Plait pockets with tacks at waist	1
Inside breast pocket stitched to canvas	1¼
Basting in canvas and button stay	½
Padding lapels and bridle	1½
Stay tape or linen	½
Lapel facings	½
Second press	¾
Making up edges	2
Bastings over facings, linings, etc.	1½
Felling in linings	2½
Seaming and pressing shoulder seam	½
Holes in forepart	2½
Making sleeves and linings	1½
Putting in lining, pressing off sleeves	1
Putting in lining, sleeve	2
Pressing off fore-parts	1½
Outside stitching	2
Buttons, half-dozen, 7d. or part (8 buttons)	1
Joining coat	½
Cutting collar and putting in crease row	½
Padding collar, stand and fall	1½
Pressing and covering do.	1½
Putting on do.	1½
6-ply wadding	½
Final press	1
	36
Second class, less	2
S.B. frock or clerical, less	2
Extras.	
Each additional 2in. on length of frock	2
Not to exceed 3/6 total.	
Cuts in foreparts and facings, per pair	1
Cuts in line of buttons	½
Cuts across breasts	½
Cuts in gorge	½
Cuts top of skirt, seamed or stoted	½
Cuts top of skirt, rantered	1
Puffs in lining or facings	½
Bottom of forepart, drawn in with thread bridle or canvas cut ...	½
Haircloth, double canvas or substitute 9in. or under	1
Haircloth, double canvas or substitute, each additional 9in. or part extra	1
Extra row of stitching front edge and collar	2
Imitation gauntlets cuffs to be one hour extra, unlined	
Padding.	
Each additional 3 plies on shoulder	½
Quilting by hand.	
Side bodies half	2
Side bodies, full	4
Back lining, half quilted	5
Stitched shoulders, 3 rows a-side	1
Pockets.	
Inside breast	1
Outside breast, welt, jet, or patch	1½
Outside breast, with flap	2
Across waist	1
Across waist, not exceeding 12in.	1½
Ticket in seam	½
Ticket in seam with flap or welt	1
Flower under lapel	½
Plait facing, one side	½
Plait facing, two sides	5
Flaps across waist, per pair	1½
Snobs thumbs or hole and button, each	¼
Sleeves.	
Forming, filling in, or putting on plain cuffs	1
Vent at hand	½
Hole and button cuffs, 1 or 2 holes	1
Additional holes, per pair	½
Hand facing, plain, per pair	½
Hand facing, velvet, kin, etc.	1
Silk sleeve tops or hands	½
Cuffs of velvet or silk	2
Gauntlet cuffs, plain	2
Gauntlet cuffs, silk or velvet	3
Wind cuffs	2

	Hours.
Facings.	
Piecing over 3 seams, per pair	½
Silk breast or dometie	3
Silk breast half-way down	1½
Silk full on breast to sleeve head	2
Silk breast if not finished below	2
Sundries.	
Sleeve interlined	½
Back and body interlined	½
Skirt	1
Back	½
Wheel pieces on skirt not exceeding 6in.	½
Wheel pieces on skirt, each additional 6in. or part, extra ...	½
Cloth laid over skirt in front of waist	1
Back of seam taped or felled	1
Buggies lined, bound, or faced	1
Side edges, plain	1
Side edges, lined, stitched, bound, or corded	1½
Oilskin under arm, if under lining	½
Oilskin under arm, if over lining	1½
Double holes, per pair extra	½
Covering button moulds, per doz.	1½
Covering button rings, pricked per doz.	2½
Extra bridle sewn on canvas	½
Snip at collar	½
Velvet lapels to front	2

MORNING OR SHOOTING COATS.

S.B. raw or bluff edge, with one outside stitching cut up sides, across waist, side, back and shoulder seams, canvas in breasts, padded lapels and collar, facings filled up with lining, side, back, skirt, and back skirt linings, 6 plies wadding in shoulder points, wadding in sides and sleeves tops 2 plait and one inside breast, 5 or less holes, real or imitation, plain sleeves without stitching, to start 30

Items.	
Fitting up	¾
S. side bodies	½
S. side waist	½
S. side seams	½
Making up plaits with hip stay	½
First press	½
Plait pockets with tacks at waist	1
Basting in canvas and button stay	½
Padding lapel and bridle	1
Second press	½
Making up edge bluff or raw	2
Basting over facings and linings	1½
Seam and press shoulders	½
Felling in linings	2
One row outside stitching	2
Holes in forepart	1½
Making plain sleeves as frock	2½
Putting in plain sleeves as frock	2
Pressing off foreparts	1½
Buttons	½
Joining	½
Cutting and padding collar	1½
Pressing and covering collar	1½
Putting on collar	1½
Inside breast pocket stitched to canvas	1½
3 plies wadding in shoulder	½
Final press	½
	30
Second class, less	2
Extras.	
D.B. with lapel cut on	2
D.B. with lapel sewn on, extra	1
Pocket, skirt or hare, with hole and button	1½
(Other pockets see Frock.)	
Gun patch on shoulder, stitched or felled	1
Gun patch on shoulder, leather or pricked	3
(Extras as per Frock or Dress Coat.)	

SAC OR LOUNGE COAT.

Plain S.B. with side back (or cuts) and shoulder seams; 2 outside welt jet or patch, and 1 inside breast pocket, canvas in breast, lapels and collar padded, 6 piles wadding on shoulder points and back seye, plain sleeves without stitching, wadding in tops, 5 holes, real or imitation, 1 row stitching outside, with or without back lining, to start 23

Items.	
Fitting up	½
Pockets, two outside	3
Pockets, one inside	1
Sewing side seams	½
Basting on canvas	½
Padding lapels and stay tape	½
Pressing canvas pockets and seams	½
Basting over, including back lining or buggies	1
Felling in linings	1½
Seaming and pressing shoulder seams	½
Holes	1½
One row outside stitching	2
Making plain sleeves	2½
Putting in plain sleeves	2
Pressing foreparts	½

Items—continued.

	Hours.
Closing of cuts	¼
Cutting and padding collar	1¼
Press and cover collar	1½
Putting on collar	1
Final press	¾
	23
Second class, less	2

Extras.

S.B. with D.B. lapels or dress roll collar	1
D.B. not to exceed five holes a side	2
Each hole and buttons	¼

Pockets.

Inside skirt, with hole and button	1¼
Flaps, with one row stitching or binding, each	½
Flaps, extra rows, stitching or binding, extra	¼
Other pockets, *see* Frock.	
Sleeves, *see* Frock.	

Facings.

Small silk on turn	1
Full	2
Making wings	½
Plain vents in back or side seam	½
Plain vents in back or side seam, with welts	1
Side edges	1
New shaped sac, with side body let in, and Beaufort back, extra on plain sac	¼
Other extras *see* Frock or Dress Coat.	

DRESS JACKET (ANY MATERIAL).

Same as plain sac, with extra long roll collar, to start	24
Silk facings	3
Other extras as per Sac.	

SUMMER SAC.

Made of Assam, Indian, or China silk, drill, khaki, tennis or cricketing flannel, unlined, with three pockets, seams felled over, 1 row stitching outside, 5 holes and eyelets, to start, all silks	16
Tostart other materials	15
Extras as on Plain Sac.	

NORFOLK JACKET.

As per sac, with three straps cut on and belt, to start	26
Second class, less	2

Extras.

Straps cut separately, each	1
Extra row stitching on belt	1
Other extras *see* Sac.	

CHESTERFIELDS.

Plain S.B., with side, back, and shoulder seams, raw or bluff edge, 2 outside pockets with flaps, 1 inside breast, canvas in breast, lapels and collar, padded, 6 plies wadding in shoulder point, plain sleeves without stitching, wadding in tops, 6 holes in forepart, 1 outside stitching not to exceed 45in. in length ... 30
Second class, less ... 2

Items.

Fitting up	¾
Two outside pockets with flaps	4
One inside breast	1
Sewing side seams	1
Canvas and button stays	¼
Padding lapels and stay tape	½
Pressing canvas, pockets, and seams	½
Basting over, including back lining and buggies	1
Felling linings	2½
Making up edges	1½
Seam and pressing shoulder seams	½
Holes in forepart not exceeding 1½in. long	1½
Buttons	½
Plain sleeves	2½
Putting in sleeves	2
Pressing off foreparts	1½
Closing	½
Cutting and padding collar	1½
Pressing and covering	1½
Putting on	1½
Outside stitching	2
Final press	¾
	30
Second class, less	2

Extras.

Each additional 2in. in length	½
D.B. with 12 holes or fly	2
Extra holes, each	¼
Quilted linings, *see* Frock.	
Wash leather pockets, faced back and front, each extra	½
Wash leather pockets, cased	¾
Vents at side, 13in. and under, each	½
Vents at side, over 13in. to 17½in.	¾
Fly in back or side vents, each	1
Holes in back or side vents, each	¼
Haircloth, *see* Frock.	

Facings.

	Hours.
Silk lined to holes or front edges	3
Silk lined, full	4
Silk lined, corner on breast	1
Silk lined, full on breast	2
Bottom faced with cloth	1
Bottom faced with leather	3
Casing with cloth lining, back and shoulder, after finishing	2½
Casing with cloth lining, before finishing	1½
Sewing in fur linings ready prepared—	
Body sleeves	5½
Body sleeves, brought forward over edge to form binding, extra	1½
Collar	1½
Cuffs	1½
Lapels	1½
Down each forepart	2½
Down each front of cape	1½
Other extras *see* Sac.	
New shape Chester or Paletot, with side body and platts, long slit at sides, extra on plain Chester	5

Hoods.

Plain sewn in collar seam	1½
Cut in two pieces, extra	½
Cut in two pieces, with drawing-in string, lined, extra	½
Cut in two pieces with hooks and eyes, no band	3½
Cut in two pieces, five holes and buttons	4½
Cut in two pieces, band, extra	1

CAPES.

Plain, unlined, two seams, sewn in gorge, not exceeding 24in. in length of back, facings cut on, to start	2½
Facings sewn on, extra	½
Extra seams, each	½
Extra seams, with five holes as hood	4½
Fly in front	1
Holes in front, each	¼
Lining cape	1½
Taping per yard	½
Band on neck	1

Tabs.

Swivel tabs to collar	1
Swivel tabs to collar, single pricked	1½
Fast tabs	1
Loose tabs with five holes	5
Belt across back, sewn in side seams, holes and buttons	1½
Long belt	2½
Loop for belt, pair	½
Straps at hand, each	1
Wind cuffs	2
Imitation gauntlet cuffs to be one hour extra, unlined.	

FROCK OR ALBERT OVERCOAT.

As D.B. Frock, 2in. extra length and breadth measure.

Extra on frock	2
Second class, less	2

RAGLAN.

As Chesters, with sleeves top seamed to gorge to form shoulder.

Extra on plain Chester	1½
If shoulder seam continued to hand, extra	1
Second class, less	2

COVERT COAT.

Same as Chester, to start	30
Second class, less	2
Extras, *see* Chester.	
Hunt and other coats to be classed in the styles they most resemble.	

ETON JACKET.

Plain row or bluff edge coat, 1 inside pocket, cuts, side and shoulder seams, canvas in breast, lapels and collar padded, 6 plies wadding in shoulder points, wadding on sides and sleeve tops, plain sleeves, 3 holes, 1 row outside stitching, to start ... 18

Items.

Fitting up	¼
Seaming side and body seams	1
First press, putting in canvas	½
Padding lapels and bridle	1½
Second press	½
Inside breast pocket	1
Basting over facings, with lining	1
Felling in	1½
Wadding in shoulder	½
Seam and press shoulders	½
Holes in forepart	¾
Making sleeves	2
Putting in sleeves	2
Cutting and padding collar	1
Pressing and covering collar	1
Sewing on collar	1
One outside stitching	1½
Final press	1½
	18
Second class, less	1½

Extras.

Edges bound, corded or double stitched, including cuffs	1½
Pockets, each	1

INVERNESS CAPE.

(Any material). Hours.

Not exceeding 50in. in length, 5 holes in front, two pockets, jet, welt, or patch, wings without holes and buttons, sewn in gorge, Prussian collar, facings and holes and wings felled in, unlined, 1 row outside stitching to start 24

Items.

Fitting up	¾
Two pockets	2
Canvas, stay tape, and button stay	1
First press	½
Basting over edges	¾
Stitching edges	2
Holes	1½
Buttons	½
Making wings	2½
Felling seye, including stay tape	1
Seaming sides and tacking wings	1¾
Felling side seams and bottom	2¾
Cutting and padding collar	1½
Press and cover collar	1½
Putting on	1½
Final press	2
	24

Extras.

Inside pockets, patched or jetted from outside, each	1½
Lining body and back	1
Lining wings	½
If interlined, extra	½
Making and putting in plain sleeves	2½
Pegged clasp	1
Pronged clasp	½
Every additional 4in. or part in length	½
Other extras, *see* Chester.	

SUMMER DUSTER.

S.B. unlined Chester, with vent at back, 2 pockets, fronts, stayed with linen, seamed and felled, 1 outside stitching, 6 holes in forepart, same materials as summer sac, to start, silks ... 1
Other materials 17

Items.

Fitting up	¾
Sewing side seams	1
Canvas and button stay	½
Padding lapel, stay tape and bridle	½
Pressing canvas, pockets and seams	½
Basting over	½
Felling seams	2
Outside stitching	2
Spoulder seams	½
Holes	1½
Buttons	½
Sleeve making	2
Putting in	1½
Closing	½
Collar	4
Final press	1
	19

Extras as Chesters.

DRESSING GOWNS.

Plain S.B. Gown, made of fine Vicuna or silk, two seams, 3 holes and buttons, 2 loops at sides, 2 outside pockets, lined or felled seams, stand or Prussian collar, one row of outside stitching, to start 19
Other materials... 18

Extras.

D.B. with four holes on each breast	2
Seamed on lapels	1
Cut across waist	1
Slits	½
Frock coat back	1½
Cord on edges, pockets and sleeves	2½
Edges pockets, and sleeves, piped with cord	4
Crows toes, each	½
Crows toes, cloth piping each	½
Other extras as Chester.	
Quilted linings all through.	
Quilted cuffs, collars, and facing outside fronts.	
Clergymen's silk with Bishop sleeves	42
Clergymen's Geneva	40
Clergymen's Lustre or Alpaca	38
Barristers' silk	40
Barrister, Alpaca	36
Students'	30
Precentors'	30
Plain cassock, silk or cloth	22
Plain cassock, Lustre or Alpaca	20
Long cassock, no holes, with belt	26
Soutanes or cassock, with cape lined to waist, extra on cassock	4½
Cape, lined	5½
Cape, edge piped	1½

HIGHLAND JACKET.

Hours.

As per sac, start at	23
Pointed flaps	1
Inserted side bodies	1½
Cut across waist	1
Shoulder cords	½
Shoulder straps	2½
Gauntlet cuffs	1½
Single cords, or cuffs, and flaps	1
Eyelets on breast, cuffs and flaps worked through	1½
Fly in breast	1
Fly flaps and cuffs	1
Plaits at side seam	1
Vent and tack at back	½
Double back skirt, tack from plait to plait	1
Braided	4

KILTS.

Any material, 25 double plaits each side, 2 leather straps and buckles binding seamed or stitched round tops, stay up apron, to start 20

Extras.

Extra plaits, each	½
Two holes and buttons on upper and under apron ...	½
Kilt felled or loop stitched	1½
Rosettes, each	½
Making fringe and putting on apron	2
Hemming belted plaid all round	2
If made cross-cut, extra to be arranged.	
Youths' kilts, from 21in. to 24in. long, 23 plaits, less than men's ...	1½
Boys' kilts, 28in. waist, 16in. to 18in. long, less than youths' ...	1½
Boys' kilts, 26in. waist, 14in. to 16in. long, less than youths' ...	2½
Boys' kilts, 24in. waist, under 14in. in length, less than youths' ...	3½
Cotton body sewn on kilts, without holes and buttons	1½
Ditto with three holes	2
Tuck on body, extra	½
All other extras to be arranged	

TREWS.

Open front and back, three holes	3
Elastic in inturn round top	4
With leather round join five holes and buttons, band linings and loops	6
Highland or Tam o'Shanter bonnet, with rosette	6
Tweed ditto, with stand and rim, seams rantered, top of same same material	8

LIVERIES.

Footman's coatee and butler's dress coat, ten holes, real or imitation, made up as gentleman's, less 2 hours	32
Footman's round front coat as gentleman's morning coat, with corded holes, pointed flaps, three pockets, stand collar, hooks and eyes, less 2 hours	23
Coachman's frock as gentleman's, less 2 hours	32
Groom's ditto, including short side edge	30
Coachman's frock coat, less than gentleman's, 2 hours ...	36

Extras.

Plain swort flaps or sham slash	1
Raised cuffs	1
Side edges, long	1½
Side edges, short	1
Full sword flap or dash, lined and left loose one edge, per pair	2
Edges piped	4
Lace holes, each	½
Notched holes, each	½
Plain holes, each	½
Lace collar	2
Laced flaps, per pair	2
Laced cuffs, per pair	1
Hand facing	½
Wings	½
Shoulder cords	½
Aigrettes, each	½
Epaulettes, per pair	1
Extra row of cord and buttons (6) across breast	2
Sham slash to sleeves, seamed in with fore-arm, per pair ...	1
Full slash, with three holes in each, per pair	2½
Round cuffs, with three large buttons	2
Stitching behind and tacking facings	½
Regular capes as gentleman's.	
Sham capes, first	1½
Sham capes, second	2
Sham capes, over two extra	2½
Flaps, each	½

PAGES' JACKETS.

S.B. lined, stand collar, 1 inside breast pocket, 15 holes and buttons or hooks and eyes, and one row buttons on front, 6 plies wadding on shoulder points and sides, plain sleeves, to start ... 18
Second class, less 1½

Extras.

Button cuffs, one or two holes	1
Piped seams	2½
Piped edges	2½
2 rows extra buttons	2
Extra pocket	1

POSTILLION JACKET.

	Hours.
S.B. stand collar, 1 inside breast pocket, 18 holes and buttons stitched behind, or hooks and eyes and buttons, canvas and wadding in breast, plain cuffs on sleeve, lined throughout, to start ...	21
Second class, less ...	1½

Extras.

Belt ...	2
Each row stitching on belt ...	1
Piping seams, edges, etc., see Page's jacket.	
Pockets, each ...	1

MILITARY UNIFORMS.

Infantry tunic, as per regulation Lieutenant's rank ...	46½
Artillery ditto ...	48
Rifle ...	50½
Military double ditto ...	56
Infantry mess jacket ...	37
Artillery ditto ...	46½
Rifle ditto ...	46½
Infantry vest ditto ...	18½
Artillery ditto ...	24½
Rifle ditto ...	17
Plain shell jacket ...	31½
Infantry patrol ...	54
Artillery ditto ...	62½
Rifle ditto ...	70½
Infantry great coat ...	27½
Artillery ditto ...	24
Cape on ditto ...	10½
Military fatigue jacket, with two pockets ...	18½

OTHER EXTRAS ON COATS.

	Frock and Dress.	Morning or Beaufort.	Sac.	Chesterfield.	Capes.
EDGES—	hrs.	hrs.	hrs.	hrs.	hrs.
Bound (front edges only) ...	1	1	1	1	1
Bound, facings felled to front edge	2	...	...	...	...
Bound, back-stitched on one edge	4	3	...	...	...
Bound, back-stitched on two edges	5	4	...	...	...
Corded front only body coat ...	3	3	2	...	...
Stoted ...	2	2	...	...	...
Hand-stitching, per row ...	2	2	2	2	...
Flat braiding ...	5	4	4	...	...
Flat braiding, back-stitched ...	7	4	5	...	...
Piped, seamed, or felled with cloth	2	2	2	2	...
If felled with velvet ...	3	3	3	...	...
If bound, corded, or stitched round bottom, extra ...	1	1	...	...	...
Flat-braided round bottom, extra	2	2	...	...	...
Stitched together ...	1½	1½	...	...	...
Pricket together ...	3	3	...	...	...
Cape, bound all round, or stitched ...	...	...	...	...	2
SEAMS—					
Single overlaid, stitched, or back-stitcher ...	4	3½	3	4	...
Single with lapels... ...	5	4½	...	...	...
Double, overlaid, stitched, or back stitched ...	4	3½	3	4	...
Double, with lapels ...	10	8½	...	...	...
Seamed and swelled ...	6	5	3½	6	...
Seamed with lapels ...	7½	6½	...	...	...
Seamed and stitched or back stitched, each side or seam ...	10	9	8	10	
Seamed and stitched or back stitched each side of seam with lapels ...	13	11	...	...	
Stoted ...	8	...	...	...	7
Strapped, one sewing in each edge ...	13	12	...	...	
Strapped with lapels ...	15	14	2	3	
Collar strapped ...	...	...	...	1	
Seams taped, or felled each side of seam ...	...	...	2	3	
Side seams bottom taped ...	...	...	¾	1½	
Back seam only taped ...	...	...	½	1	
Sleeves taped ...	...	...	...	1½	
Strapping seams in unlined coat, 1 sewing in each edge ...	...	...	...	14	
Strapping seams in lined-coat, 1 sewing in each edge ...	...	...	...	12	
Single overlaid seams, pricked	...	...	...	10	
Double overlaid seams, pricked	...	...	...	20	
Each row round bottom ...	...	...	...	4	
Each row round bottom, stitched ...	...	...	...	1	
Each row round hands stitched, per pair	...	...	...	½	
Each row round hands pricked, per pair...	...	...	...	1	
Centre of back strapped only with broad strapping ...	...	...	...	2	
Making ditto ...	...	...	...	½	
Extra sewing on ditto ...	...	...	...	¼	
Preparing wrapping turned in, per yard	...	...	...	½	
Cutting, strapping, raw, per yard ...	...	...	...	1–7	
Basting on, per yard ...	...	...	...	1–7	

VESTS.

	Hours
S.B. vest, raw or bluff edge, 3 outside pockets, welt, jet or patch, canvas in fore-part, stays for holes and buttons, edges drawn in, fore-parts lined or seamed and felled, strap and buckle on back, 1 row outside stitching, 6 holes and buttons, with guard hole to start ...	10
Second class, less ...	½
Fitting up ...	¼
Three pockets ...	3½
Canvas, stays, and stay tape ...	¼
Making up edges ...	1½
Putting in fore-part linings ...	1
Holes ...	1½
Making and putting in plain back ...	1½
Final press ...	½
Total ...	10

Extras.

D.B., not exceeding 4 holes a side, lapels cut on ...	1
D.B., lapels sewn on ...	1½
D.B., lapels sewn on, stitched each side of seam, extra ...	½
Outside pockets, each ...	1
Inside breast, with hole and button or flap ...	1
Inside breast, with hole and button and flap ...	1½
Eye-glass pocket ...	½
Extra rows stitching ...	1
Extra rows, pricking ...	1½
Cord on edges ...	1½
Piped on edges ...	1½
Jetted on edges ...	½
Binding on edges ...	1
Flat braiding, stitched on both sides ...	2
Braid sewn together, stitched both sides ...	2½
Tracing braid, each row ...	1
Tracing braid, gold or silver ...	2
Gold or silver cord on edge ...	2½
Shams, four holes ...	3
Flaps, each ...	½
Chamois pockets, extra, each ...	¼
Extra holes and buttons, each ...	¼

COLLARS.

Roll, step, stand, or Persian ...	1
Tracing collar ...	½
Fly in front ...	1
Loose facings with eyelets ...	1
Eyelets through fore-parts ...	½
Fly with sham buttons ...	½
Covering moulds or rings, per doz. ...	1
Vents at side and back, each ...	½
Cuts seamed ...	½
Cuts seamed, stitched each side or rantered ...	1
Puffs in back, seamed and stitched outside ...	½
Back lining, felled in ...	½
Interlined with flannel ...	½
Bagged sleeves ...	2
Bagged sleeves, with hole and button ...	3
Bagged sleeves, with vent ...	2½
Single sleeves, with felled seams, hand faced ...	4
Putting in ditto ...	1
Skirt on waist ...	½
Sealskin or other fur, extra ...	5
Haircloth in bottom or half-way up ...	½
Haircloth from shoulders or half-way down ...	¾
Wadding in breast ...	½
Silk or satin roll ...	½
Silk facing inside ...	½
Cassock vests, with lapel cut on, to start ...	12
Fly to top, with nine holes ...	1½
Plain livery vest as gentleman's, less 1 hour, to start ...	9

TROUSERS.

Plain tops bound or turned in, stayed with canvas, back straps, buttons, back curtains, fly with top hole or hook and eye, crutch and waist lining, bottom felled or cross-stitched, to start	10
Second class, less 1 hour ...	1

Items.

Fitting up ...	½
Seaming all seams, seat pieces, cuts and bands ...	3
Making up, button catch, buttons, waist lining, curtains, lacing fronts ...	2
Strap and buckle ...	1
Seat seam ...	½
Making up bottoms ...	1
Fly, with top hole and button, or hook and eye ...	1
Press off ...	1
	10

Extras.

Pockets ...	1
Frog, side, cross, hip and rule, each ...	1½
Frog, side, cross, with hole and buttons, each ...	1½
Side pockets, with fly, hole and buttons, each ...	1½
Cash or fob ...	½

Extras—continued.

	Hours.
Chamois pockets, extra, each	½
Flaps	½
Extra, or long straps and buckle	1
Loops for belt	1
Tab to button catch	¼
French bearer, two holes	1
French bearer, extra holes	½
Puffs in seat seam	1
Extra large Chamois seat lining	1
Over 4in. each way, or double seat	1
If seams taped, extra	½
Crutch pieces, 9in. or under, ranted	1
Taping seat pieces and cuts, per pair	1½
Lapped or raised side seams	1
Lapped leg and seat seams	1½
Piped or welted side seams	2
Braid down side seams	2
Surged seams	1
Leg seams felled each side or taped	1
Side seams felled each side or taped	1
Seat seams felled each side or taped	½
Leg seam turned over and felled	½
Side seam turned over and felled	½
Seat seam turned over and felled	½
Lining with cotton after finished	1
Lining with cotton before finished	1½
If interlined with domette	2½
Flannel lining	2
Silk lining	2½
Chamois lining to knee	4
Chamois lining to bottom	5
Knees lined	1
Bottoms canvassed	1
Bottoms bound	1
Bottoms faced	1
Bottoms cuffed with cloth over 5in., under 9in.	1½
Bottoms cuffed with leather	2½
Leather at heels, per pair	½
Leather all round	1
Instep straps, cloth, two holes, per pair	2
Sewing on leather straps and buckle under foot	½
Double strap buttons, with stays at bottom	1
Single straps	½
Fly at bottom, three holes	2½
Whole falls	1
Split or narrow falls	2
Shrinking trousers, plain	½
Shrinking trousers, riding	1
Strapping from seat to bottom, two sewings	8
Plain livery trousers, gentleman's, less 1 hour	9

GENTLEMEN'S KNICKERS.

As per trousers with elastic in knee, to start	10
Second class, less	1

Extras.

Straps and buckle at knee, or hole and button	1
Vents over 2in., extra	¼
Elastic puffs in leg seam	1
Continuation, four or less holes	3
Other extras, *see* Trousers.	

RIDING BREECHES AND PANTALOONS.

White moleskin, silk and stockingette to count first class. As per trousers with formed knee, 4in. vent, hole and button or string and eyelet, to be shrunk before making up, to start	12½
Second class, less	1

Extras.

Buttons and holes in vent, per pair	½
Every additional four inches or part of vent	1
Continuations, short, not to exceed 4½ inches, with three holes	3½
Continuations, long, with four holes and buttons, or three holes and tapes at bottom	5

Strapping.

Outside knee, felled and stitched	3
Leather, extra	1
Inside knee, one sewing	1½
Outside to fork	5
Leather, extra	1½
Outside, over seat to knee	6
Leather, extra	1½
Stitching across knee rows, per pair	½
Cuts in ham	1½
Cuts under knee, covered, stitched, or felled	2
Cuts rantered and stitched both sides	2½
Livery breeches as gentleman's, less	1

LEGGINGS AND GAITERS.

Felled and stitched edges, eight holes and buttons, without tongue, back seam stitched on each side, to start	8

Extras.

Shrinking	½
Putting in tongue	1
Tongues cut on or with seam in front	½

Extras—continued.

	Hours.
Tongues half cut on	½
Strap and buckle at knee, cloth	½
Strap and buckle at knee, leather	½
Stirrup strap, cloth	1
Stirrup strap, leather	½
Whalebone in back seam	1
Extra holes and buttons, per pair	½
Each row stitching round tongue	½
Each row stitching	1
Fly outside	1½
Stitched each side of front seam	½
Spats with five holes and buttons	5½
Pantaloon drawers with two holes and buttons at waist	5
Pantaloon drawers, with six holes	6½
Plain short do.	4½
Extra hole and button	½
Cross stitching seams, open, short	1
Cross stitching seams, each side, short	1½
Cross stitching seams, open, long	1½
Cross stitching seams, each side, long	2½

MEN'S MACHINE LOG.

At 1s. *per hour.*

FROCK AND DRESS COATS.

Dress (any material) or D.B. Frock, seams and edges by machine; edge of lapel either cut or shrunk, padded by hand, canvas basted in fore-part, edges drawn in, wadding in side bodies, six plies wadding on shoulder points; plain sleeves, with wadding in tops. All linings felled in by hand, collar padded and sewn on by hand, two plait pockets, one inside breast, one row on stitching on edge, ten holes in forepart, real or imitation; to start	28

Items.

Fitting up	½
Seaming side bodies	½
Waist seams	½
Lapel	½
Sewing side seams	½
Making up plaits	½
First press	½
Plait pockets with tacks at waist	½
Canvas and button stay	½
Padding lapels and bridle	1½
Stay tape	½
Lapel facings	½
Second press	½
Basting over facings and linings	1½
Fellings in linings	2½
Seam and press shoulders	½
Making up edges	1
Outside stitching	1
Holes, ten	2½
Making sleeves and lining	1
Putting in lining and pressing sleeves	1
Putting in sleeves	1
Pressing off foreparts	1½
Buttons	1
Joining coat	½
Cutting collar, putting in crease row	½
Padding	1½
Pressing and covering collar	1½
Sewing on collar	1½
Inside breast pocket	½
Wadding, three plies	½
Preparing side bodies for machine	½
Final press	1
	28
Frock coat, second class, less	2
S.B. less	2

Extras.

Men doing their own machining	4
Cuts in foreparts and facings at waists, per pair	½
Cuts in gorge for breast	½
Edges bound or stitched by hand	2
Sleeves sewn in by hand	¾
Sleeves sewn in and shoulders by hand	1
Stitching round sleeve hands by hand, per pair	½
Pockets, inside breast	½
Pockets, outside breast, welt, jet, or patch	1
Hair cloth or canvas in shoulders 9in. long	1
Over 9in. extra	1
Flaps, if stitched by hand or bound, per pair	1
Cross pockets in waist, each	¾
Cross pockets in waist, with hole and button, each	1
Flaps across waist, per pair	1
Facings, silk breast, coat finished or domette	3
Silk half-way down	1½
Full on breast to sleeve head	2
Other Extras *see* Morning or Shooting Coat.	

MORNING OR SHOOTING COAT.

	Hours.
All seams and edges sewn by machine, canvas in foreparts, lapels padded by hand, edges drawn in, wadding in side bodies, six plies wadding on shoulder points; plain sleeves, lined with wadding in tops.; all linings felled on by hand, collar padded and sewn on by hand, one stitching on edge, two plaits and one inside breast pocket; five holes, real or imitation; to start ...	22
Items.	
Fitting up	¾
Side bodies, waist, side seams	1
Making up plaits	¾
First press	½
Plait pockets with tacks at waist	½
Basting canvas and button stay	½
Padding lapels	¾
Second press	½
Outside stitching	½
Basting over facings, etc.	1¼
Seam and press shoulders	¼
Felling in linings	2
Holes	1¼
Making plain sleeves	1½
Putting in sleeves	1
Pressing off foreparts	1¼
Buttons	¼
Joining	⅝
Cutting and padding collar	1¾
Press and cover collar	1½
Putting on	1¼
Inside breast pocket	¾
Wadding in shoulder, three plies	¾
Preparing side bodies for machine	½
Final press	¾
	22
Second class, less	2
Extras.	
D.B.	2
Machining	3
Skirt or hare pocket, with hole and button	1
Other extras, *see* Frock.	
Plain across waist, per pair	1
Snobs, thumbs, or hole and button, each	¼
Sleeves.	
Forming, filling in, or putting on plain cuffs	1
Vent at hand	½
Hole and button cuff, 1 or 2 holes	1
Additional holes, per pair	½
Hand facings, plain	½
Hand facings, velvet, kid, ext.	1
Silk sleeves, top or bands	½
Cuffs of velvet or silk	2
Gauntlet cuffs, plain	2
Gauntlet wind cuffs	2
Gauntlet silk or velvet	3
One row of stitching by hand	¾
Piecing over 3 seams, per pair	¾
Silk breasts, coat finished or domette	3
Silk breasts, half-way down	1½
Sundries.	
Imitation gauntlet cuff to be one hour extra, unlined.	
Sleeves interlined	1
Back and body interlined	1
Skirt and body interlined	½
Back only	½
Wheel pieces on skirt, not exceeding 6 inches	½
Each additional 6in. or part extra	½
Cloth laid over skirt in front of waist	1
Back seam lapped or felled	1
Buggies, lined, bound, or faced	1
Side edges, plain	1
Side edges lined, stitched, bound, or carded	1½
Calfskin under arm, if underlining	¾
Calfskin under arm, if over	1½
Double holes, per pair, extra	½
Double holes, rings pricked, per doz.	2½
Extra bridle sewn on canvas	½
Snip at collar	½
Velvet lapels for front	2
Covering button moulds, per doz.	1½
Edges, if stitched by hand	2
Puffs in linings or facings, per pair	½
Hair cloth or double canvas or substitute, 9in. or under ...	1
Each extra additional 9in. or part, extra	1
Puffs in hair cloth or canvas, per pair	½
Each additional three plies of padding on shoulder ...	½
Stitched shoulders, three rows aside	1
Ticket pocket in seam	¾
Ticket pocket with flap or welt	½
Plait pocket facing one side	½
Plait pocket facing both sides	1

SAC OR LOUNGE.

	Hours.
All seams, edges, and forepart linings on facings to be machined; edges drawn in, canvas in breast, lapels padded by hand, six plies wadding on shoulder points and round back scye; linings felled in by hand, except forepart on facing; plain sleeves lined with wadding tops, collar padded and sewn on by hand; two outside welt, jet, or patch pockets and one inside breast; five holes, real or imitation, one stitching on edge, to start	16
Items.	
Fitting up	½
Two outside pockets	2
One inside pocket	¾
Sewing side seam, basting on turnings	½
Padding lapels	½
Pressing canvas pockets and seams	½
Basting over linings, etc.	1
Stitching one row outside	½
Felling in lining	1½
Seaming and pressing shoulders	¼
Making plain sleeves	1½
Putting in plain sleeves	1
Pressing foreparts	¾
Closing of cuts	½
Cutting and padding collar	1¾
Press and cover collar	1½
Sewing on collar	1
Final press	¾
	16
Second class, less	2
Extras.	
Machining	2
S.B. with D.B. lapels, or dress roll collar	1
D.B., not to exceed five holes aside	2
Pockets, outside breast, welt, jet, or patch	1
Pocket, inside breast, welt, jet, or patch	¾
Flaps, plain, each	½
Flaps, handstitched or bound, each	½
Edges, extra row, machine stitched	¾
Edges, hand stitched or bound	2
Velvet collar	1
Button cuffs, one or two holes, real or imitation	1
Binding seams in unlined coats, by machine	2
Taping	2
Side bodies inserted, plaits and slits at back, with side back, extra on plain sewing	2½
Pockets.	
Inside skirt, with hole and button	1
Edges, each extra row of stitching	½
Facings	
Small silk on turns	1
Full	2
Making wings	½
Plain vents in back or side seams, each	½
Plain, with welt	1
Side edges	1
New shaped sac, with side body let in and Beaufort back, extra, on plain sac	3
Back seam taped	¼
Other extras, *see* Frock or Morning coats.	

NORFOLK JACKET.

Same as sac, with three straps cut on and belt, to start	19
Second class, less	2
Straps cut separately, each	1
Other extras *see* Sac.	

CHESTER.

Plain S.B., not exceeding 45in. in length, all seams, edges, and forepart linings on facings to be machined, edges drawn in, canvas in breast, lapels padded by hand, six plies wadding on shoulder points and one round back of scye, linings felled in by hand, except forepart in facing, plain sleeves, with one row stitching round cuffs, lined, with wadding in tops, collar padded and sewn on by hand, two outside pockets, with flaps, and one inside breast, six holes in front and one stitching outside; to start	22
Items.	
Fitting	¾
Pockets, 2 outside with flaps	2½
One inside pocket	¾
Side seams, canvas and button stay	1
Padding lapels and stay tape	½
Pressing canvas pockets and seams	½
Making up edges	¾
Basting over	1
Felling in linings	2½
One outside stitching	½
Six holes in forepart	1½
Buttons	½
Making sleeves	1½
Putting in sleeves	1

Items—continued.

	Hours
Pressing off foreparts	1½
Closing	½
Cutting and padding collar	1½
Press and cover collar	1½
Putting on collar	1½
Final press	¾
	22
Second class, less	2
Extras, machining	4
Length of coat not to exceed 45in..	
For each additional 2in. or part in length	½
D.B.	2
Fly	1½
Extra holes, each	½
Wash leather pockets	½
Ditto, if cased	½
Vents at sides, 13in. and under	½
Vents at sides, over 13in. to 17in.	¾
Fly in back and side vents, each	1
Holes in ditto	½
Velvet collar	1
Haircloth, see Frock Coats	
Pockets, see Sac.	
Swivel, tab to collar	¾
Loose tab or breast plate, five holes	1½
Belt across back, sewn side seams	1½
Long belt	2
Loops for belt, per pair	½
Tabs for back or side slits, one hole	¾
Straps at hand, per pair	4½
Wind cuffs	2

Edges.

Hand-stitched, one row or bound	2½
Piped edges	2½
Press piped edges for machine	1½
Faced round bottom with cloth	½
Faced round bottom with leather	1½
Pressing linings if quilted for machine	¼
Stitching in shoulders	1
Other extras, see Sac Coats.	
New shaped Chester or Paletot, with inserted side body and plaits, long slit at one side, wide plain tack, extra on plain Chester	3½

Chester Pockets.

Vertical, 2 pockets in unlined to rank as 3 ordinary pockets, if bound, extra	½
Vents at back of pocket	½

Chester Facings.

Silks lined to holes or front edges	3
Corner on breast	1

Sewing in Fur Linings Ready Prepared.

Body and sleeves	6
Body brought forward over edges to form binding, extra	2
Cuffs	2
Down each forepart only	3
Front of cape	2
Belt across back sewn inside, with hole and button	1
Long belt	2
Straps for belt, per pair	½
Straps at hand, each	1

HOOD.

Plain seam, with collar	1
If in two pieces, extra	½
Ditto, with drawn-in string	½
Hooks and eyes	½
Five holes and buttons	1½
Band, extra	½

CAPES.

Plain, unlined, with two seams sewn in gorge not exceeding 24in. in length of back, with facings cut on to start	1½
Facings sewn on	½
Five holes round gorge	1½
Hooks and eyes, ditto	½
Fly in front, three holes	½
Holes in front, each	½
Lining cape	1
Taping, per yard	½
Band at neck	½
Extra row stitching on front edges	½
Tabs on front, one hole and button, each	½
Imitation gauntlet cuff to be one hour extra, unlined.	
Covert Coat—*see* Chester.	

FROCK OR ALBERT OVERCOAT.

Start	86

RAGLAN.

	Hours.
As plain Chester, with sleeve top seamed to gorge to form shoulder, extra on plain Chester	¾
If seam continued through sleeve to hand	1¼
Hunt and other coats to be classed in the style they most resemble.	

ETON JACKETS.

All seams, edges, and forepart linings on facing to be machined, seam as in breast, 6 plies wadding on shoulder points, wadding on shoulder points, wadding inside bodies and sleeve tops, linings, felled in by hand (except forepart on facing plain sleeves, collar padded and sewn on by hand), inside pocket, three holes, one stitching on edge, to start	12

Items.

Fitting up	¼
Seaming side bodies, side seams	½
First press	½
Padding lapels and bridle	½
Second press	¼
Inside breast pocket	¾
Making up edges	¾
Stitching	½
Basting over foreparts	1
Wadding in shoulder	¼
Felling in	1¼
Shoulder seams	¼
Holes in forepart	1
Sleeve making	1½
Putting in ditto	1
Cutting and padding collar	1
Pressing and covering collar	1½
Putting on ditto	1
Final press	¾
	14
Second class, less	1½

Extras.

Machining	1½
Binding, including cuffs	1½
Pocket	¾
Other extras, see Hand Log.	

DRESS SAC (any material).

As per sac, two outside and one inside breast pockets, with extra long roll collar, to start	17
Silk facing	3
Extras, see Sac Coat	

INVERNESS CAPE (any material).

Not exceeding 50in. in length, unlined, with wings, all seams sewn by machine, canvas in foreparts, edges drawn in, inside edge of facing felled, two outside pockets, collar padded and sewn on by hand, five holes, one stitching in front edges, to start	17

Items.

Fitting up	¾
Two pockets	1½
Canvas, etc.	1
Basting over	1
Holes	1
Buttons	½
Making wings	1
Seaming sides and tacking wings	1½
Felling seye, including stay tape	1
Felling side seams and bottoms	2½
Press and cover collar	1½
Cutting and padding collar	1½
Putting on	1½
Final press	2
	18

TABS.

Holes over one, each	¼

INVERNESS CAPES.

Extras.

Inside pockets, patches, or jetted from outside, each	1½
Lining body and back	1
Lining wings	½
If interlined, extra	½
Making and putting in plain sleeves	2½
Pegged clasp	1
Bronzed	½
Every additional 4in. or part in length	½

DRESSING GOWNS (any Material).

To start, less than hand log 3 hours	16
Machining	1
Extras as Hand Log.	

Extras.

	Hours.
D.B., four holes on each breast	2
Seamed on lapels	¾
Cut across waist	¾
Slits	½
Frock coat back	1
Corded on edges, pockets and sleeves	2½
Edges, pockets and sleeves piped with cloth	2
Crows' toes, each	½
Crows' toes, cloth piping, each	½
Quilting linings all through cuffs, collar, and facings, outside fronts, or preparing for machine to be arranged for.	

SUMMER SAC.

S.B. unlined, seamed and single stitched by machine, three patch pockets, fronts and pockets, stayed edges, drawn in lapels, padded by hand, 5 holes and eyelets, collar padded and sewn on by hand, to start	10½
Made of Cotton, Khaki, Drill, Duck, Tennis, and Cricketing Flannel, Linens, Alpaca, or Lustre.	
Silks, extra	1
Machining	2
Felling over seams, facing and round bottom	2

SUMMER DUSTER.

S.B. unlined Chester, with vent at back, seamed and single stitched by machine, two outside pockets, fronts and pockets stayed, edges drawn in, lapels padded by hand, 6 holes and eyelets in front, collar padded and sewn on by hand, to start	12
Extras as per Chester.	

CLERICAL GOWNS.

Clergymen's silk, Bishop sleeves	37
Clergymen's Geneva	35
Lustre or Alpaca, less	2
Barristers' silk	35
Barristers' Alpaca	31
Students'	25
Precentors'	25
Plain cassock, Silk or Cloth	2
Plain cassock, Lustre or Alpaca	18
Long cassock, no holes, with belt	23
Holes, each	½
Soutanes with cape, lined to waist, extra on plain cassock	2½
Cape lined, extra	1
Cape edge piped	1

LIVERIES.

Frock, dress, or overcoat, D.B., to start	24
S.B., less	2
Groom's ditto, including short side edge	24
Footman's coatee and butler's dress as gentleman's dress or frock, less	2
Footman's round front coat as gentleman's morning coat, less	2
Coachman's frock, less than gentleman's	2
Cotton livery body coats, all machine, less than second class	4

Extras.

Plain sword flaps or sham slash, per pair	1½
Raised cuffs	1
Side edges, long	1
Side edges, short	1
Full sword flap or slash, lined and left loose one edge, per pair	2
Edges piped (if by machine 2 hours)	4
Lace holes, each	¾
Notched	½
Plain	¼
Laced collar	2
Laced flaps, per pair	2
Laced cuffs	2
Hand facings	½
Wings	½
Shoulder cords	½
Regulets, each	½
Epaulettes, per pair	1
Extra row cord and buttons (6) across breast	2
Sham slash to sleeves, seamed in with forearms, per pair	1
Full slash, with three holes in each, per pair	2½
Round cuffs, with three large buttons	2
Stitched behind and tacking facings	½
Regular capes, as gentleman's.	
Sham, first	1½
Sham, second	2
Sham, over two extra	2½
Flaps, each	½

PAGE'S JACKET.

S.B. Jacket, lined, all seams and edges by machine, 12 holes and buttons, or hooks and eyes and buttons, plain sleeves, without wadding in tops, canvas in breast, 3 plies wadding in shoulder points, 1 inside breast pocket, stand collar, to start	12½

Items.

Fitting up	½
Seaming side bodies 3, and side seams 3	½
Basting in canvas and button stay	½
Putting on stay tape	½

Items—continued.

	Hours.
Inside pocket	½
First press	¼
Seam and press shoulder seams	½
Felling in linings	1
Holes and buttons	3
Plain sleeves	1½
Putting in sleeves	½
Collar	1½
Final press	1
	12½
Second class, less	1½
Cotton jacket, less than second class	2

Extras.

Machining	2
Piped edges	3½
Extra rows buttons	2
Button cuffs, one or two holes	1
Piped seams	1½
Extra pockets	1½
Other extras, *see* Sac.	

HIGHLAND JACKET.

As per sac, start	16
Inserted side bodies	¾
Cut across waist	½
Shoulder straps	1½
Gauntlet cuffs	1
Pointed flaps	½
Fly in breast	¼
Kilt as per Hand Log.	
Cotton body sewn on kilt	¾
Cotton body with three holes and button	1½
Trees, *see* Hand Log.	
Machine doing all it can, less of each	1
Single cords or cuffs and flaps	1
Eyelets on breast, cuffs and flaps marked through	1½
Fly in breast	1
Fly flaps and cuffs	1
Plaits at side seam	1
Vent and tack at back	½
Double back skirt tack from plait and plait	1
Braided	4

POSTILLION.

S.B. stand collar, inside breast pocket, 18 holes and buttons, or hooks and eyes and buttons, canvas and wadding in breast, plain cut on sleeve, lined through, to start	16

Extras.

Machining	2
Piped seams	1½
Piped edges	1½
Extra row of buttons	2
Extra pockets	1
Flaps with holes, each	½
Belt	1½

COACHMAN'S FROCK OVERCOAT.

Start as per Gentleman's	2
Capes as Gentleman's.	
Sham capes, first	1
Sham capes, second	2
Sham capes, over two, extra	2½

JOCKEY JACKETS.

To start, plain	6½
Machining	1½
Spot, large, each	½
Hoops or stripes, each	½
Cross belt or sash	1½
String round waist	½

	Frock. hrs.	Sac. hrs.	Chester. hrs.	Covert. hrs.
Preparing single overlaid seams for machine	1	1	1½	...
Machining single overlaid seams for machine	2	2	...	...
Machining with lapels	2½	...	...	...
Double overlaid or seamed and swelled seams	3	2	4	...
Double, with lapels	4	...	...	...
Seamed and stitched each side of seam or swelled and double stitched	4½	4	5	...
Ditto with lapels	5½	...	...	...
Strapping seams	3¾	4½	...	...
Felling on strapping	...	9	9	...
Strapping collar	...	...	1	...
Each row stitching round bottom after the pk.	...	...	½	...
Each row stitching round bands, per pair	...	...	½	...
Broad strapping down centre of back where other seams are not strapped	...	...	...	½
Making ditto	...	...	...	½
Cutting ditto, raw	...	...	...	¼
Imitation gauntlet cuff to be one hour extra, unlined	...	...	...	¼

RIDING BREECHES OR PANTALOONS.

	Hours.
White moleskin, silk, and stockinette to count first class. As trousers with formed knee, 4in. vent, hole and button, or string and eyelet, to be shrunk before making up, to start	12

Extras.

Machining	1
Buttons and holes in vent, per pair	½
Every four inches over first four in vent	¼
Continuations short, not to exceed 4½in., with three holes	2½
Continuations long, with four holes and buttons, or three holes and string at bottom	3½
Outside knee, single stitched by machine	½
Outside knee, double	1½
Outside knee, felled, the row stitched by machine	2½
Inside knee stitched, by machine	½
Strapping to fork, one row stitched by machine	1½
Strapping to fork, two rows	2
Strapping to fork, felled and one row stitched by machine ...	2½
Strapping over seat to knee, single stitched	1½
Strapping over seat to knee, double	2½
Strapping over seat, one row felled and stitched by machine ...	4½
Strapping trousers from seat to knee, one stitching	2
Strapping trousers from seat to knee, two stitchings	3
Strapping trousers from seat to knee, one felling, one row stitching	6
Stitching, strapping across knee rows, per pair	½
Cased round bottom	½
Cuts in ham	½
Cuts under knee, covered and felled, or stitched	½
Other extras, *see* Hand Log.	

LEGGINGS.

With 2 sewings in edge, back seam stitched each side, 8 holes and buttons	4
Machining	1
Spats, with five holes	2½
Machining	½
Fly	½
Pantaloon drawers, two holes at waist	3
Ditto, short	2½
Ditto, with waistband and six holes	4
Extras as Hand Log.	
Military work made by machine to be paid half hand work, men doing their own machining as in civilians' work.	

TROUSERS.

Plain trousers, seat closed by hand, to start at	5¾
Cloth, Venetian, dress clothing, or diagonal, extra	1
Two pockets (side, cross, or hip)	1½
Back straps	½
Men doing their own machining	1
All other extras same as Hand Log	
Second class trousers, when made by men, to start at six shillings or 6 hours.	

BREECHES.

Gentleman's, plain, to start at	10
Servants, less	1
Two pockets	1½
Leggings	7
Pants, with one hole or string at bottom, to start	8
Men doing own machining, extra	2

SHOP PRESSING LOG.

Frock or Dress Coat	3
Chesterfield or Overcoat	2½
Morning or Paget Coat	2
Sac or Lounge	2
Silk Dust Coat (Chesterfield)	1
Dressing gown (unlined)	1
Dressing gown, if linings quilted	1½
Shrinking trousers	½
Pressing	¼
Riding breeches (shrinking)	1
Pressing riding breeches	1
Knickers, pressing	1
Pressing all vests	½

CONTRACT WORK.

(All Machine made.)

POLICE.

(Including machining and pressing.)

Tunics, cloth and serge, one inside pocket, five holes 1½in. long, and eyelets	8
Tunics, dress	11
Tunics, inspectors'	14
Orderly's frock	15
Overcoat, with two outside pockets	20
Trooper's do	15
Water police jumpers	13½
Monkey jackets, two outside and one inside pocket	14
Trousers, three pockets	4½

	Hours.
Plain pantaloons, two pockets	4½
Full strapping	2
Knee strapping	1
Full falls, extra	1
Cap bands, elastic, per doz.	½
Cap bands, silver, per stripe	½
Chevrons, per stripe	½
Armlets, per doz.	1
Sailor vest	¾
Cotton and khaki tunics, less each style	1
Cotton and khaki trousers, less	½
If pressing done separately, half price on order work rates to be deducted.	
Do. machining.	

WARDERS.

S.B. Sac, plain pilot cloth, three pockets	10½
Do. with braided edge	12
D.B. frock, three pockets, braided edge	22
Trousers, plain, two pockets	4
Braid down sides	½
Plain vests	3½
Drill, sacs white with blue cuffs	9
Overcoats	20

ALTERATIONS AND REPAIRS—COATS.

Seams—all shoulder, side under arm, or part of waist, per pair ...	1
All waist	1½
Back seam hollowed	½
Lounge or Chesterfield, side seams out	2
Lounge or Chesterfield, side seams part out	1½
Shortening coat	2
Lengthening coat	2½
Lengthening coat and facing	2½
Collar off	2
Collar part off	1
Collar off and shortened	3
Collar off and lengthened, and new cover	3½
New collar, see details of each coat.	
Buttons off and sewn on, each	1/12
Sleeves out	2
Sleeves nearly out	1½
Sleeves half out	1
Sleeves let out or taken in at top when out	½
Sleeves let out or taken in to cuff	1
Sleeves shortened or lengthened, plain	1
Sleeves shortened or lengthened, with two holes and buttons ...	2
Sleeves shortened or lengthened, hand faced extra	½
Sleeves slit at cuffs after sleeves are finished	1
Sleeves, hole and buttons, per pair	½
Sleeves repaired at cuffs, with hand facings	1
Ripping and cleaning for remaking Frock, Dress, and Chesterfield	4
Ripping and cleaning for remaking Lounges, etc.	2
Re-binding fronts and backskirt, including bottom of Morning Coats and Lounges	3
Re-binding collar	½
Re-binding cuffs	1
Re-binding flaps and pocket, each	½
Pockets, with flaps extra, if bound at top of flaps	½
Re-lining body of coat	2
Re-lining skirts	1½
Re-lining sleeves	1½

VESTS.

Let out or take in at sleams	½
Top of back and shoulder seams out	½
New roll collar or vests made to button lower	3
Vest shortened from top or bottom	½
Vest made one hole and button higher	1
No collar, vest made one hole and button lower	1
Roll or stand collar vest made into no collar vest	2
Re-binding fronts and collars	2
Re-binding pockets each	1½
New back and back lining	1½
New foreparts lining if back or shoulders not altered ...	1
Ripping and re-cleaning vest for re-making	1

TROUSERS.

Side seams out from pocket, through bottom	1½
Side seams out from top and bottom with pockets	3
Leg seam out from fork through bottom	1½
Seat seam, crutch and part of leg seam out	1½
Seat seam only	½
Seat seam with crutch lining off and put on again	1
Trousers shortened and lengthened	1
Lengthened and faced	1½
More dress taken out of leg seam and front	1½
Trousers made into knickerbockers, with garter and buckle ...	3
Trousers made into knickerbockers, with leg seam and side seam let out, extra	1
Ripping and re-cleaning trousers for re-making	2
Seating trousers	1
Large seat lining to cover seatings	½

TAILORESSES' LOG AT 9d. PER HOUR.

VESTS.

	Hours.
Plain S.B., three outside pockets, welt, jet, or patch, ends tackled by hand, canvas in forepart, with edges drawn in, all pockets, buttons and holes stayed, breast linings felled in, back with straps felled by hand, 1 row stitching outside, or unlined, with seams felled, exclusive of machining and pressing, to start ...	6
Vests, second class, including machining, backstraps on by machine, exclusive of pressing, start at	6

Extras.

Machining	⅜
D.B. and guard, with lapels cut on	1
Lapels sewn on	½
Extra pockets, outside, each	1
Extra pockets, inside each	¾
Ditto, with hole and buttons or flaps	1¼
Flaps, each	½
Chamois pockets, each extra	½
Edges, extra row machine stitching	½
Edges, piped	½
Edges, jetted	½
Edges, hand-stitched, per row	1½
Edges, bound	1½
Edges, bound, 1 edge by machine	1
Edges, corded	1½
Shams	2½
Collars—roll, step, stand, or Prussian, each	1
Tracing collar	⅜
Fly in front	⅜
Loose facings with eyelets	1
Eyelets through foreparts	⅜
Fly with sham buttons	⅜
Vents at side or back, each	½
Cuts, per pair, each	½
Puffs in back, each	½
Interlined with flannel	⅜
Skirt at waist	½
Cassock vest, *see* Men's Log.	
Sleeves in vests	2
Dress and clerical vests, to start	8

MEASUREMENTS (VESTS).

Men's.

From hole to button waist measure, over 30in., under 42.

Youth's.

Over 28in. to 30in., less than men's	1
Over 26in. to 28in., less than men's	2
Over 24in. to 26in., less than men's	2½
42in. and under 49in., extra	1
49in. and under 53in., extra	1½
53in. and over	1½

TROUSERS.

Men's.

Over 28in. and under 40in., waist measure.	
40in. and under 47in., extra	1
47in. and under 51in., extra	1½
51in. and over	1½
Over 26in. to 28in. less than men's	1
Over 24in. to 26in., less than men's	1½
Over 22in. to 24in., less than men's	2½

BASTES.

Vests—Rough bastes, canvas in foreparts	½
Vests—Front edges taped, back and straps in	1
Vests with lapels and collar	1½
Vests with sleeves	1½
Forward try-on—Foreparts made up, back and straps basted in ...	½
Trousers—All seams basted, canvas fly and buttons	1
Forward try-on—Tops made up, bottoms shrunk and turned up ...	1
Breeches, with both knees	2½

DEDUCTIONS ON VESTS.

Forepart linings bagged, less	⅜
Pockets tasked by machine, each	½
Back straps	½
Collar bagged	⅜

TROUSERS.

Plain, tops bound or turned in, stayed with canvas, buttons, back linens, back straps and buckle, seat seam and leg from fork to knee sewn by hand, fly with top hole and button or hook and eye, crutch and waist lining, and outer edge of button catch sewn by hand, 2 pockets, buttons felled or cross stitched, exclusive of shrinking, pressing, and machining, to start ... 7

All seams in Assam and Tussore to be turned in.

Trousers, second class: start two pockets, hand tacked, back straps machined on, including machining seat seams sewn by hand, exclusive of pressing, tops turned in 6

Extras.

	Hours.
Dress trousers	1½
Hand-stitched tops, button catch, fly and back straps ...	2
Extra strap, buckle and band on bicycle knickers	1
Machining	1
Outside stitching by hand	2
Hip or rule pocket, jetted, tacked, and sewn in by hand ...	1
Ditto, by machine	¾
Flaps, each	½
Cash or fob pocket	½
Extra hole and button	½
Chamois pockets extra, each	½
Extra strap and buckle, or long ditto	¾
Loops for belt (3)	¾
Tabs to button catch, one hole	¾
French bearer, one or two holes	1
Puffs in each seam	½
Extra large or chamois seat lining over four inches each way ...	¾
Double seat of cloth	¾
If seams taped in ditto, extra	¾
Raised side seams	¾
Lapped	1
Lapped leg and seat seam	1½
Piped or weled side seams	1
Single braid down side seams	¾
Surged seams	¾
Leg seams, felled on each side or taped	1
Side seams, felled on each side or taped	1
Seat seams, felled on each side or taped	¾
Leg seams turned over and felled by machine	½
Seat seams turned over and felled by machine	½
Side seams turned over and felled by machine	½
Lining trousers with cotton before finished	⅜
Lining trousers with cotton after finished	1
If interlined with domette	1
Flannel lining	1½
Silk	1½
Chamois to knee	4½
Chamois to bottom	6
Knees lined with chamois	1½
Bottom canvassed	1
Bottoms bound	1
Bottoms faced	1
Cuffing bottoms with cloth over five inches and under nine ...	1½
Cuffing bottoms with leather	2½
Leather at heels	½
Leather all round	1
Instep straps, cloth, two holes	2
Instep straps, leather, sewn on	¾
Double strap, buttons at bottoms	¾
Single strap, buttons at bottoms	½
Fly at bottoms, three holes	2½
Whole falls	1½
Split or narrow falls	2½
Gentleman's knickers, with elastic in hem, as Trousers	
Riding breeches and Pantaloons.—White moleskin, silk and stockingette to count first class, as per trousers with formed knee, 4in. vent hole and button or string and eyelet, to be shrunk before making up, to start (including two pockets)	14

LADIES TAILORING TIME LOG.

(To be paid at the rate of 1s. 3d. per hour for machine work, and 1s. 5d. per hour for hand work.)

CLASSIFICATION OF MATERIAL.

FIRST CLASS.

To include superfine cloths, Deerskin, Venetian, Velvet, Silk, Heavy Melton, Sataras, Heavy Beaver, Cassimere, Quilting, Corded Silk, Marcella, Satin, Box Cloth, Silk vesting, Kersey Buckskin, and all faced cloths.

SECOND CLASS.

To include Velveteens, Worsted, Coatings, Worsted Silk Mixture Whitneys, Stockinettes, Pilot, Bedford Cord, Cashmere, Hopsack coatings, Meltons, Vicunas, Worsted Suitings, Fine Serge, White Drill, Duck, Alpacas, Pongee, China, and all Washing Silks, Serges, Cheviots, and Flannels.

D.B. shall mean double-breasted.

S.B. shall mean single-breasted.

Fitting up shall mean cutting facings, collars, welts, band straps, and all fittings and linings.

Extras shall mean any work not specified in the starting time.

Edges, hand, shall mean edges, collar flaps, or welts.

RIDING HABIT OR JACKET.

(Hand made.)

	Hours.
Single-breasted collar and lapels or stand collar, 10 holes and buttons, hooks and eyes in front, two cuts in each breast, with or without waist seams and pleats, seven seams in body and basque formed on double canvas, one sewing or binding on edge, plain sleeves, 2-ply or wadding on back seye, linings felled, jacket not to exceed 26in. in length. Start	27

Items. Hours.

Fitting up, marking, and piecing 1
Sewing side body seams and cuts in gorge 1½
Side seams, half, double canvas on bust, half 1
Waist seams or second side body seams and darts 2
Pressing seams, putting on canvas, padding lapels 2½
Making up pleats, back skirts, and stay tape, and joining coat 1
2-ply wadding on back seye seaming lining 1½
Pressing on foreparts, first press ... ... ½
Putting on facings, basting over and felling in linings 2½
Stitching, stoting, felling and opening edge 2
Seaming shoulder seams ... ... ½
Ten holes and buttons and hook and eyes attached behind ... 2½
Making plain sleeves, 2½; putting in sleeves, 2 ... ... 4½
Padding, making and putting on collar 2
Pressing off 2
First-class 27
Second-class, two hours less.

Extras.

Full basting, with lining and padding 4
Full basting with lining 3
Skeleton baste, 2½ forward 1
D.F. with one lapel and hook and eyes in seam 2
D.B with two lapels and hook and eyes in seam 3
Hooks and eyes in seam 1
Each hole and button over ten, extra ... ... ¾
Extra seams, per pair, by hand 1
Extra seams, per pair, by machine ... ... ½

Pockets.

Outside watch-pocket, by machine ... ... ½
Outside watch-pocket with flap, by machine 1½
Inside watch-pocket with flap by machine ... ... ½

Edges.

Each extra row of stitching, raw or turned in 2
Each extra row of stitching, if machined ... ... ½
Bound edges, if machined 2
Flat braided, 3 sewings by hand 4
Bound with ribbon or braid, back stitched on one side ... 1
Corded and stitched by hand 1
Flat braid loops across breast or elsewhere, per pair 2
Flat braid loops across breast, with dropping ends of frogs ... 3
Flat braid loops across breast, with drops at each end 4
Tubural braids, with olivets and crow's feet and eyes put on with two sewings 2
Tubural braid with drop loops and caps, per pair 3
Tubular braids with Austrian knots 3
Tubular braids worked into figures, per yard 1½
Tubular braids, put on plain, with eyes at corner, per yard ... 1½
Tubular braids put on with one sewing, one-third less than above.
Tracing braid on edge with eyes at corners, each row after the first 2
Tracing braid, eyes per doz. single ... ... ½
Tracing braid, eyes per doz. double 1
Tracing braid put on straight or waves with eyes at corner, per yard ... ... ½
Tracing braid worked into figures, per yard 1
Tracing braid, crow's feet, per pair ... ... ½
Tracing braid, Austrian knots, per pair 1
Tracing braid, fern leaf, five inches by four 2
Tracing braid, others in propertion.
Olivets or buttons, per doz. 1
Crow's feet or tubular braids on sleeves ... ... ½
Austrian knots 3
Gauntlets, extras, on riding habit skirts 1½

Bones.

Whalebone, cased under lining, each ... ... ½
Whalebone, fancy, cased outside lining, each ... ... ½

Length.

Each addition 5in. over 26in., or portion thereof, by hand ... 3
Each addition 5in. over 26in., or portion thereof, by machine ... 1

Strapping.

Preparing strapping and stitching on, per yard, by hand ... 1½
Preparing strapping and stitching on, per yard, by machine ... 1

RIDING SKIRT.

Materials same as Habit Body.

Skirt with three cuts in top, or plaited, one pocket, plain band, vent at side and button bearer lined, with hole and button or hooks and eyes at waist.

Items.

Planning and marking in ... ... ½
Two plain seams, 1½; three cuts or plaits, 1½ 3½
Pressing seams, ½; marking up vent and button bearer, 1½ ... 1½
Pocket, 1; waistband, lined with hole and button, 1½ ... 2½
Turning up and felling bottom 2
Stays behind and buttons, ½; pressing off, 1½ 2
Pommel darts ... ... ¾
Dart from waist to knee ... ... ¾
First class, to start at 14
Second class, to start at 13½

Extras. Hours.

Divided and safety skirt to start, 2 hours extra.
Full basting 1½
Extra cuts, if unlined, each ... ... ½
Extra cuts, if lined, each 1
Lining front to knee 1
Lining back to knee 1
Shot bags, each ... ... ½
Vest body with holes and buttons for skirts 5
Back and shoulder straps 3
Watch pocket ... ... ½

RIDING HABIT SKIRT.

(Machine made.)

Items.

Same as Hand Log.
Four rows of stitchings round bottom and machining inclusive, to start at 12
Extras as specified in Hand Log.

RIDING HABIT JACKET.

(Machine.)

In all machine made garments pockets tacked by hand, collar and lapels padded by hand, and felled, jacket plain, specified as per hand log, all seams, facings, edges, but including pockets, collar and lapels padded by hand, pockets tacked by hand.
Machining included to start less than hand log, six hours; all extras as per hand log, 1st class 19¾
Second class two hours less. Where a machinist is employed, machining to be deducted.

LADIES' JACKET.

(Hand.)

S.B. Jacket, plain, not exceeding 26in. in length, tight-fitting front and back, seven seams, 4 holes and buttons, plain sleeves, plain, pleated, or gathered at top, double canvas on bust, one cut in each breast, cuts in gorge, one sewing on edge and back, to start 21

Items.

Fitting up and piecing ... ... ½
Seaming side body seams and cuts in gorge 1½
Side seams, ½; back seams and tack, ½; bust darts, ½ ... 1½
Double canvas on bust ... ... ½
Pressing seams, putting in canvas and padding lapels, stay and stay tape 2
Seaming, lining, and 2-ply wadding in back seye, and pressing foreparts 1¾
Stitching, stoting, or felling edges 2
Putting on facings, basting over and felling on lining ... 2
Shoulder seams, ½; holes and buttons, 1½ 1½
Making sleeves, 2½; putting in sleeves, 2 ... ... 4½
Padding, making, and putting on collar 2
Pressing off 1
21
Second class, less 2

Extras.

Skeleton baste, with sleeves and collar and buttons 3
Skeleton baste, if side bodies and back seamed 2
Forward baste 1
D.B., 4 holes on both sides 2
B.D., 4 holes, one side only 1
Fly front, by hand 1½
Fly front, by machine 1
Cuffs, with two holes and buttons 1
Cuffs turned back, with cloth, silk, or velvet 1½
Side body seams, per pair extra 1
Parts under arms 1
Pocket and welt or flap outside 1½
Pocket, with welt or flap inside 1½
Halrcloth, bound, 9d. 1
Extra seaming on edge, by hand 2
Extra seaming on edge, by machine ... ... ½
Extra length of jacket and all other extras as per Hand Log.

LADIES' JACKET.

(Machine.)

Jacket, plain, as specified per hand log, all seams, facings, pockets, end edges machined, but including pockets tacked by hand. Machining included to start less than log, six hours. Where machinist is employed machining to be deducted 15
All extras to be paid the same as Hand Log.
Second class, two hours less.

LADIES' FROCK OR NEWMARKET.

D.B., not exceeding 40in. in length, collar and lapels, 12 holes and buttons in front, one lapel with hooks and eyes underneath, or two lapels sewn on without hooks and eyes. Two bust darts in each breast, cuts in gorge, two pairs of side bodies, back seam with slit, with tack, or box pleat, plain basque with two cuts or box pleats at sides, one stitching or binding on edge, plain sleeves, pleated, plain or gathered at top, start 31½
Fitting up, marking, and piecing 1½
Sewing side body seams and cuts in gorge 1½

LADIES FROCK OR NEWMARKET—continued.

	Hours.
Side seams, ½; lapel seams, ½; bust darts, 1	2
Waist seam, back seam, slit and tack, cuts in basque, making up pleats	2¼
Pressing seams, double canvas, in bust	1
Putting in canvas padding, lapels, stays and stay tape	3
Seaming linings, 2-ply wadding in back scye	1½
Pressing foreparts	½
Putting on facings, basting over and felling in lining	4
Stitching, stoting, or felling open edge	2½
Shoulder seams, ½: 12 holes and buttons, 3½	4
Making plain sleeves, 2½; putting in sleeves, 2	4½
Padding, making, and putting on collar	2
Pressing off	2½
	31½

Machine Log.—D.B. frock and Newmarket coat, pockets tacked by hand, collar and lapels padding by hand, linings felled, all seams done by machine, and machining included 24½

LADIES' MORNING COAT.

S.B., not exceeding 35in. in length, square or round basque, ordinary collar and lapels, 3 holes and buttons in front, two bust darts in each forepart, cuts in gorge, two pairs of side bodies, back seam and vent with tack or box pleated waist seams, two cuts in basque or box pleated sides, 1 stitching on binding edge 25½

Items.

Fitting up, marking, and piecing	1½
Sewing side body seams and cuts in gorge	1½
Side seams, ½; bust darts, 1	1½
Waist seam cuts in basque back seam, making up pleats, vent and tack	2¼
Pressing seams, double canvas on bust, putting in canvas, padding lapels, stays and stay tape	3½
Seaming linings and 2-ply wadding at back scye	1½
Pressing forepart	½
Putting on facings, basting over and felling lining	2½
Stitching, stoting, or felling, open edge	2
Shoulder seams	½
Five holes and buttons	1½
Making plain sleeves, 2½: putting in sleeve, 2	4½
Padding and putting on collar	2
Pressing off	2
	25½

Machine Log.—Ladies' morning coats, pockets tacked by hand collar and lapels padded by hand, linings, felled, all seams done by machine, and machining included 18½

PALETOT OR ULSTER.

D.B., not exceeding 56 inches in length with 5 seams in body, one bust dart in each forepart, cuts in each gorge, plain sleeves, 12 holes and buttons. Collar and lapels or stand collar with hook and eyes, slit and tack at back, one row stitching on edge. Start 34

Items.

Fitting up, marking, and piecing	1½
Seaming sides and side body seams	2½
Cuts in gorge and bust darts	1½
Pressing seams, putting canvas, padding lapels, stays and stay tape	3
Seaming, linings, and pressing foreparts	2½
Putting on facings, basting over and turning up bottoms ...	2
Shoulder seams, ½; basting and filling all linings, 3½	4
Stitching edge, 2½; making sleeves, 2½: putting in sleeves, 2 ...	7½
12 holes and buttons, 4½; back seam and slit, 1½	6
Padding, making, and putting on collar	2
Pressing off	2½

Note.

All seams and edges if done by machine by maker less 8 hours ...	8
All extras as per frock and Newmarket log.	

LADIES' SAC COAT OR COVERT COAT.

Plain S.B. not exceeding 25 inches in length, 4 seams, 1 bust dart in each breast, cuts in gorge, 4 holes and buttons. Vent at sides. Plain sleeves, plain pleated or gathered at top, start ... 18½

Items.

Fitting up, marking, and piecing	½
Seaming sides and side body seams	1
Cuts in gorge, bust darts, double canvas in bust	1½
Pressing seams, putting on canvas, padding lapels, stays and stay tape	1½
Pressing foreparts	½
Putting on facings, making vents, two-ply wadding in back scye, basting over and felling in linings	2
Shoulder seams, ½; holes and buttons, 1½	1½
Stitching, stoating or seaming edges	2
Making sleeves, 2½: putting in sleeves, 2	4½
Padding, making, and putting on collar	2
Pressing off	1
	18½

All seams and edges done by the machine, including four rows of stitching around the bottom, and maker doing own machining, less 4½

NORFOLK JACKET.

	Hours.
Same as lady's jacket, by hand, start	21
Same as lady's jacket by machine	15
Each strap or pleat stitched by hand	1½
Each stap or pleat stitched by machine	1
Belt, with hole and button and loops at side stitched by hand ...	2
Belt, with hole and button and loops at side stitched by machine	1½

LADIES' RAGLAN COAT.

To be paid same as Covert Coat, with two hours extra by hand ...	18½
By machine, less 4½	
Length, extra as per Habit Jacket Log.	

LADIES' INVERNESS CAPE OR CENTENNIAL.

Lined or unlined, to be paid same as Covert Coat, with two hours extra added.

ETON COAT OR BOLERO JACKET.

Collar and lapels with silk, cloth, or velvet, 4 seams in back, breast dart in each forepart, cuts in gorge, 3 holes and buttons in front, 4 stitchings round edges, and button or turn-back cuffs, to start 19

Items.

Fitting up and marking	½
Darts and cuts in gorge	1
Side seams and side body seams	1
Pressing seams	½
Putting in canvas, padding lapels, stays and stay tapes ...	1½
Seaming shoulders	½
Pressing foreparts and putting on facings, basting over and felling linings	2½
Stitching edges, 4 rows	3
Making sleeves, 2½; putting in sleeves, 2	4½
Three holes and buttons, 1; cuffs, 1	2
Padding, making, and putting on collar	2½
Pressing off	1
	19½

Machine made, man doing own machining and back and forepart seams, lapped collar, and lapels padded by hand, to start, less ... 3

All extras as per Habit Log.

RUSSIAN BLOUSE.

Blouse with 4 seams in back, 3 seams in each forepart, 2 under arm seams, belt formed and stitched or double canvas, 4 rows of stitching round edges, no lapels, collar of cloth, silk or velvet, 4 loops and buttons, button cuffs or turned back cuffs. All machined, to start less than Eton coat 1

To include belt with stitching, start	15½

Extras.

Basques open at back and sewn on belt	2
5 inches long, extra.	
Each additional 5 inches	2

DRESS BODICE.

To start less than Riding Habit Jacket	2
All extras per Riding Habit Log.	

DOLMAN.

Lined or unlined, to be paid same as Inverness, with two hours extra.

PRINCESS ROBE.

Robe to be made of silk or velvet, with stand collar, interlined, hooks and eyes, or buttons in front, to be paid extra on Riding Jacket 12

Other materials...	8
With or without inverted box pleats.	

WASHING GARMENTS.

Made of Assam silk, Tussore silk, Linen, Cotton, Alpaca, and Cicilian cloth, to be paid one-third less in each class of garment, made all by machine, except collar and lapels padded by hand, pockets tacked by hand, and felling facings and felling round the bottom.

CAPES (RIDING OR DRIVING).

To start—

Not exceeding 35in. in length, with or without lapels. Shoulder seams right through, one sewing on edge, two tabs, six holes and buttons, lined throughout, storm collar.

Completed by hand	12
Machine and making by hand	10

Extras on Capes.

	Hours.
Hand openings in fronts with welts, by hand	1½
Hand openings in fronts with welts, by machine	1
Extra lengths same as Jackets.	
Plain golfing cape with straps, making and machining, complete	8

HOODS.

Making, machining, complete	3

LADIES' VESTS.

Vest, S.B., tight fitting, 3 seams at back, 2 cuts in each forepart, canvas through fronts, stand or step collar, 14 holes and buttons, single-stitched edges, and cuts, stitched each side of seams, and pressing off	8½

Extras.

Each extra row of stitching on edge, by hand	1½
Each extra row of stitching on edge, by machine	½
Each extra row of stitching on cuts, by hand	2
Each extra row of stitching on cuts, by machine	1
Watchpocket, each	1
Elastic at back	½
Whalebone, bound, each	½
D.B., with lapels	2
If no collar on vest, less	1

VEST, MACHINE MADE.

Vest made by machine and man doing own machining, inclusive, less...	2
Ladies' Sham Vests.—S.B. vests with fourteen holes and buttons, step or stand collar and sewn on to coat, machining included, complete	4

LADIES' RIDING BREECHES.

(Material—Tweed or Serge.)

Breeches, no pockets, waistband, fly front or fly at sides, two cuts on each top side at knee and one cut in under side at knee, two vents, band at bottom with two holes and buttons, cotton seat lining complete, by hand	14
With pressing and shrinking, machine, with machining included ...	10

Extras.

Baste	2
If open knee with hole and button to bottom, extra	3
Large chamois coat lining	2½
Chamois continued to knee, extra	1
Hooper's elastic, extra	3

LADIES' RIDING TROUSERS.

As specified in breeches with straps with hole and button at bottom, to start less	2
In Breeches and Trousers.	
Pressing off and shrinking if not done by maker, time to be deducted, viz:—	
Shrinking	1
Pressing off	1

PLAIN WALKING SKIRTS.

Hand.

Plain skirt, unlined, 7 gores, lapped seams, canvas in bottom, plaquet with buttons and holes, ten-inch facing of lining, binding at bottom, taped seams, or lined throughout, and pressing off.	
Making complete	14

Extras.

Box pleats, 10 inches or part in length	½
Strapping with cloth or silk.	
Strapping with cloth, per yard, by hand	1½
Strapping with cloth, per yard, by machine	½
Braid by hand	1
Each extra gore braid, by hand	1
Frilling, pinked or hemmed	3
Basting skirt	1½
Corselet skirt, extra	5
Including body lined and each seam boned.	

PLAIN SKIRTS (Machined).

Including all materials and machining, five rows of stitching round bottom, inverted box pleats, and all seams taped and raised seams.	
Pressing off complete	11
All washing skirts as enumerated in Walking Skirt Log to be paid one-third less than plain skirt.	
Pressing and machining to be deducted when not done by the maker.	
Pressing, less 2	2
Machining, less	2½
All extras as per Hand Log.	

LADIES' GAITERS.

	Hours.
Gaiters, 8 holes and buttons and swelled edges	1

Extras.

Basting one legging, with fly and buttons, but edges not turned in	½
Tongues	1
Double-stitched seams	1
Double-stitched edges	1
Strap and buckle at top, per pair	½
Leather for stirrup in front	1
Leather cuffs	3
Flys	2

BASTES, LADIES' GARMENTS.

Habit Jacket, full basting, with linings and wadding	4
Forward baste	1
Skeleton baste	2½
Frock or Newmarket, same as Habit Jacket	3
Morning Coat, same as Habit Jacket	2½
Lady's Jacket, skeleton baste, with sleeves and collar	2½
Lady's Jacket, skeleton baste, if side, body and back seamed	2
Lady's Jacket, forward baste	1
Paletot or Ulster, skeleton baste, with sleeves and collar ...	3
Sac or Covert Coat, skeleton baste, with sleeves and collar ...	2
Norfolk Jacket, skeleton baste, with sleeves and collar	2
Raglan or Inverness, skeleton baste, with sleeves and collar ...	2½
Cape, skeleton baste	2½
Eton Jacket, skeleton baste, with sleeves and collar	2
Bolero baste	2
Russian blouse, baste	2
Dress Bodice, baste	2½
Princess Robe, baste	4
Capes and Vests, baste	1
Riding Breeches, baste	2
Riding Trousers, baste	2
Habit Skirt, baste	2
Plain Skirt, baste	1½

In all garments where machining and pressing are not done by the maker such time to be deducted from the time specified.

In all machine-made garments it is understood that lapels and collar are to be padded by hand, and that all pockets are to be tacked by hand.

The following are deductions for pressing and machining:—

Garments.	Machining. Hours.	Pressing. Hours.
Riding Habit	2	2
Riding Skirt	2	1½
Lady's Jacket	2	2
Lady's Plain Skirt	2	1½
Paletot or Ulster	3	2
Frock Coat	3	2
Morning Coat	2	2
Norfolk	2	2
Dress Bodice	2	1½
Dolman	2	2
Sac Coat	2	1½
Covert Coat	2	2
Eton Jacket	1½	1
Bolero Jacket	1½	1
Russian Blouse	1½	1
Capes	1	½
Princess Robe	3	3
Hoods	½	½
Ladies' Vests	1	1
Ladies' Breeches	1	1½
Ladies' Trousers	1	1
Ladies' Gaiters	½	½

All extras not specified to be arranged.

LIME OPERATIVES (PERTH AND DISTRICT).

(Registered 10/5/1926.)

No. 15 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this first day of April, One thousand nine hundred and twenty-six, between the persons, firms, and companies whose names and signatures appear in the Schedule hereto (hereafter called "the Employers"), of the one part, and the Fremantle and District Lime Operatives' Union of Workers (hereafter called "the Union"), of the other part:

Witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. The award dated the eleventh day of October, One thousand nine hundred and eleven, number eight of One thousand nine hundred and eleven, and any agreements for amendment or variation thereof shall cease to be binding upon the parties hereto, all of whom shall retire from the same as from the date of the making of this agreement.

2. This agreement shall be for a term of one year from the first day of April, One thousand nine hundred and twenty-six.

3. This agreement shall operate over an area comprised within a radius of twenty-five miles from the General Post Office, Perth.

4. *Definition.*—In the construction of this agreement "Day Workers" shall mean any person including horse-drivers working in daytime in or about lime kilns or on any necessary work in connection with the quarrying of limestone and sandstone and the production and distribution of lime or stone.

5. *Day workers* working on or about kilns, sandstone cutters, loaders, and horsedrivers shall be paid at the rate of one shilling and eleven pence half-penny per hour, but horsedrivers in charge of more than one horse shall be paid at the rate of two shillings per hour.

6. *Quarrymen* shall be paid at the rate of one shilling and eleven pence halfpenny per hour if engaged in day work, and if engaged on piece work shall be paid two shillings and fourpence per cubic yard for ordinary limestone. If a quarryman be not satisfied with dray measurement he shall have the option of stacking the stone quarried and the measurement shall be ascertained on the ground.

7. *Night firing* shall be in one shift, namely, from 6 p.m. to 6 a.m. Half shifts may by mutual agreement between employer and employee be worked from 6 p.m. until 12 p.m. and 12 p.m. to 6 a.m. Night firers' wages shall be one shilling and eleven pence per hour.

8. That if an employee who has been employed in the day time is requested to continue and fire a kiln at night time, during the time he shall be employed at night he shall be paid time and one-quarter rates.

9. *Lime Baggers.*—Piece workers shall be paid at the rate of fifteen shillings per one hundred bags. Day workers shall be paid at the rate of two shillings and one penny per hour.

10. *Hours of Cooling.*—No kiln shall be broken into until twenty-four hours after the last fire in winter and thirty hours after the last fire in summer. The winter months shall be from the fifteenth day of March to the fifteenth day of October (both inclusive). The summer months shall be from the sixteenth day of October to the fourteenth day of March (both inclusive).

11. *Finishing off Kilns.*—Employees engaged in finishing off kilns owing to the greater responsibility undertaken shall be paid one shilling per kiln extra.

12. *Lime crushing* and/or *lime sifting* shall be paid for at the rate of one shilling and eleven pence half-penny per hour plus one shilling per day or part of a day on which the employee shall be so employed.

13. *Hours.*—Eight hours shall constitute a day's work. Overtime shall be calculated and paid for at the following rates:—Time and one-quarter for the first four hours after the usual time for ceasing work, time and one-half thereafter, provided that the employer and employee may agree to work such time in excess of eight hours on five days of the week as will enable one half day to be worked on Saturdays.

14. *Sunday Work.*—All work done on Sundays shall be paid for at the rate of time and one-half. Sunday work for nightburners shall be between 6 p.m. on Saturday and 6 a.m. on Sunday. Burners employed between 6 p.m. on Sunday and 6 a.m. on Monday shall be paid the ordinary rate, namely, one shilling and eleven pence per hour.

15. *Holidays.*—Workers shall be entitled to ten paid holidays per annum. They shall be taken in one stretch at Christmas time. If the worker has not completed twelve months' employment then he shall be entitled to one paid holiday for each thirty days he has been employed, and *pro rata* payment for less than thirty days' employment. The following days: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Anzac Day, Union Picnic Day, and Anniversary Day, shall be taken as holidays without pay. If work is done on those days it shall be paid for at double time. The above provisions shall apply to all workers covered by this agreement except piece work quarrymen. Piece work lime baggers shall be paid for holidays at the rate of sixteen shillings and eight pence for eight hours.

16. In case an employee presents himself for employment and is informed by his employer that his services are not required, he shall receive a sum equal to half a day's wages unless his employer shall have notified him not later than the previous day at knock-off time of the fact that his services would not be required.

17. Paragraph 16 shall not apply to wet weather, and any employee who shall be absent from work owing to wet weather shall not receive any pay.

18. *Horsedrivers.*—Horsedrivers shall have their horses harnessed and hooked up to drays ready to commence work at the time appointed for all hands to commence, and shall finish at the usual knock-off time. Provided, however, that owing to the peculiar character of a driver's work no overtime shall be payable if employed not longer than fifteen minutes after knock-off time and no deduction shall be made from his wage if he ceases work not longer than fifteen minutes before knock-off time.

19. *Lower Rate.*—A worker who is unable to earn the minimum rate of wage hereby agreed upon may be employed at a lesser rate of wage which shall be agreed upon between the employer and the secretary of the union. If within seven days after being notified in writing of the worker's desire to work at a lower rate of wages than that hereby agreed upon, the secretary of the union and the worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage. The worker shall give such secretary two days' notice in writing of his intention to apply to the magistrate, and the secretary or his agent may attend and oppose the application. The magistrate may fix the rate of wage and his decision shall be final. Any worker whose wage shall have been so fixed may work for and be employed by an employer at such less wage for a period of six calendar months thereafter and after the expiration of the said six calendar months until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in manner provided by this clause; provided always that the employer shall not employ more than one such lower paid worker to every four fully paid workers or fraction of the first four.

20. *Junior Workers.*—Junior workers may be employed but may not perform any of the following work, namely, fill or empty kilns, quarry limestone or sandstone, cart sandstone, cart lime in excess of fifteen

bags to one load, cart wood, muck out, burn kilns, use or explode fracteur, bag, crush or sift lime, and their wages shall be on the following scale:—

	£	s.	d.	
14 to 15 years	1	0	0	per week
15 to 16 years	1	10	0	"
16 to 17 years	2	0	0	"
17 to 18 years	2	10	0	"
18 to 19 years	3	0	0	"
19 to 20 years	3	10	0	"

21. *Pay Day.*—Wages shall be paid on Friday of each week between the hours of 3 p.m. and 6 p.m., except when Friday shall be a holiday, in which case they shall be paid between the hours above mentioned on the next preceding working day; the wages shall be paid up to and inclusive of the day preceding pay day.

22. *Foreign Subjects.*—Foreign subjects may be employed, but the number of foreign subjects employed shall not exceed one foreign subject to every three British subjects employed.

23. *Explosives.*—Where explosives are provided by the employer they shall be supplied at the usual retail rates charged in Fremantle.

24. Any employee working day work and employed in the handling or using of explosives shall receive one shilling per day over and above his usual rate of pay.

25. *Records.*—Each employer shall keep at his office, or at each of the offices if more than one, a book containing a record of:—

(a) The names of all workers employed by him and to whom this agreement applies.

(b) The class of work performed and the wages paid to each such worker.

On the first day of each week the said book shall be entered up by the employer so as to show the foregoing particulars for the week then immediately preceding. The said book may be inspected at any time during the ordinary business hours by the secretary for the time being of the union and also by any person thereunto authorised by the President of the Court of Arbitration.

26. Should any person or persons be employed who at time of engagement are not members of the Lime Operatives' Union, unless he or they shall become a member of the said union, then the employer shall, on receipt of notice from the secretary of the Lime Operatives' Union, dispense with the services of the person or persons so engaged, and shall not re-engage him or them until notified by the secretary of the union that such person or persons have become members of the union.

As witness the hands of the parties hereto, the day and year first before written.

Schedule heretofore referred to.

Employers' Signatures.

Signature.	Witness.
NORTH FREMANTLE LIME AND STONE CO., H. SNASHALL.	A. Scott.
T. J. BRIGGS.	A Scott.
T. McLAUGHLIN & CO.	A. Scott.
JNO. BRADLEY.	A. Scott.
BRIGGS & ROWLAND, A. MELLOR.	A. Scott.
KIESEY BROS., *per* JOHN KEY.	A. Scott.
L. J. HOLMES.	Geo. Seeley.
A. W. MORTIMER. S. A. BROOKS.	Geo. Seeley.

The Seal of the Fremantle and District Lime Operatives' Industrial Union of Workers was hereunto affixed by Geo. Seeley, the person thereunto lawfully authorised, and this agreement was signed by—
T. F. Doyle, President,
H. A. Prime, Vice-President,
W. Mitchell,
Geo. Seeley, Secretary,
for and on behalf of the said Union in the presence of
Philip Harvey.

T. F. DOYLE.
W. MITCHELL.
H. A. PRIME.
GEO. SEELEY.
[L.S.]

BOOTMAKING (BESPOKE)—METROPOLITAN.

(Registered 24th May, 1926.)

No. 16 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 5th day of May, One thousand nine hundred and twenty-six, between the Boot Trade of Western Australia Union of Workers, Perth, of the one part, and the Metropolitan Bespoke Bootmakers and Repairers' Industrial Union of Employers, Perth, of the other part, witnesseth, that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

Award.

1. *Wages.*—The minimum rate of wages to be paid to male employees on time work shall be two shillings and fourpence per hour.

2. *Piecework.*—Piecework is permissible provided that the rates paid therefor shall be such as to enable an adult worker to earn not less than two shillings and sixpence halfpenny per hour.

3. *Apprentices.*—(i.) In this award a "duly registered apprentice" means an apprentice of whose apprenticeship notice has been given to the Clerk of the Court according to the provisions of this clause; and a "duly registered probationer" means a person working as an apprentice on probation of whose probationary period notice has been given to the Clerk of the Court in accordance with the provisions of this clause. Provided that an apprentice or probationer shall be deemed to be duly registered during the period of fourteen days allowed for registration.

(ii.) Any employer hereafter taking an apprentice or probationer shall, within fourteen days thereafter, register such apprentice or probationer, by giving to the Clerk of the Court notice in the prescribed form (Form 1 in the appendix hereto).

(iii.) If at the date of this award any employer is employing any person as an apprentice or a probationer who has not been duly registered as such, he shall register such apprentice or probationer within fourteen days thereafter.

(iv.) The maximum number of apprentices allowed to any employer shall be in the proportion of one to every three or fraction of three journeymen employed by him. Provided that the fraction of three shall not be less than one.

(v.) For the purpose of ascertaining the number of apprentices allowed to be taken at any time the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen employed. An employer who is himself a competent

worker may, for the purpose of estimating the number of apprentices, be deemed a journeyman. Provided that before this provision is used the Clerk of the Court shall notify the secretaries of the employers and workers' unions, who may object to the apprentice being taken, and proof to the satisfaction of the Clerk of the Court of competence to teach the trade may be required. Provided that this award shall not operate to render unlawful or to vary the terms or provisions of any apprenticeship existing at the date of its commencement.

(vi.) Apprentices shall be taught the trade of boot and shoe repairing by hand and/or machining method, according to the practice of the shop in which the apprenticeship is served.

(vii.) The term of apprenticeship shall be four years. A probationary period of three months previous to being bound shall be lawful, such probationary period to be deemed portion of the term of apprenticeship.

(viii.) Should any employer from unforeseen circumstances be unable to carry out his obligations to the apprentice, he shall be allowed to transfer the apprentice to complete his term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced.

(ix.) The following provisions shall apply in respect of all apprenticeships:—

(1.) An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall, subject to the provisions of subclause (xv.), pay the apprentice at the rate of wages herein provided.

(2.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 5 in the Appendix hereto) to show that he has served his apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and to pay the rate of wages prescribed by this award, according to the total length of time served, and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevertheless give him a certificate of the time actually served.

(3.) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(4.) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge, and the cause thereof, to the said Clerk of the Court (Form 3 in the Appendix hereto).

(x.) The minimum wage payable to an apprentice shall be:—

	s.	d.	
During the first year	17	6	per week
During the second year	25	0	"
During the third year	40	0	"
During the fourth year	60	0	"

The wages prescribed by this clause are subject to alteration by any subsequent award of the Court.

(xi.) Every apprentice shall be bound to submit himself to examination by a Board of Examiners of his service when called upon by the Clerk of the Court so to do.

(xii.) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at the place where the apprentice is employed, and it shall be the duty of each employer to provide such necessary material and machinery as may be required and in all ways to facilitate the conduct of the examination. The Clerk of the Court shall notify each apprentice due for examination and require him to pay an examination fee in accordance with the following scale:—

	s.	d.
For examination at the end of first year ..	5	0
For examination at the end of second year	7	6
For examination at the end of third year ..	12	6
For examination at the end of fourth year	15	0

The apprentice may authorise his employer to deduct the above fees from his wages, to be paid by the employer to the Clerk of the Court.

(xiii.) The examination shall be held in the month of March in each year on a date to be fixed by the examiners. The Board of Examiners will consist of persons skilled in the trade, to be nominated by the union and employers carrying on business within the area to which this award applies; or failing such nomination, or nominations, such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed to by them, or nominated by the Court, or the President, at the request of either member, and the decision of such third person shall be final and conclusive. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(xiv.) The examiners shall report to the Court in writing as to the result of the examination.

(xv.) The Clerk of the Court shall supply to each candidate a certificate showing the result of his examination, and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in subclause (x.) hereof from any apprentice who fails to satisfy the examiners or fails to pay the fee prescribed by subclause (xii.) to the Clerk of the Court.

(xvi.) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this award, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(xvii.) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

4. *Overtime.*—Overtime shall be paid at the rate of time and a-quarter for the first two hours and time and a-half thereafter for time workers. Overtime shall commence at the usual time for knocking off for each day at each establishment.

5. *Hours.*—The regular week's work shall be forty-four hours, to be worked in six days if required.

6. *Grindery, etc.*—The employer shall find all grindery, workshops, and light, and shall serve out all colours and materials used in connection with the trade.

7. *Weekly Payments.*—Each employee shall be paid at least once a week moneys due to him up to the night

previous to pay day. Any employee working only a portion of the week must be paid before ceasing work for that week, and all payment must be made in working hours.

8. *Posting of Notices.*—Every employer shall allow shop and union notices to be posted in an accessible place.

9. *Hot Water.*—Employers shall provide hot water free of charge at lunch time.

10. *Sub-letting.*—No sub-letting of piecework shall be allowed.

11. *Record Book.*—Each employer shall make and keep a record showing the name of each worker, ordinary time worked each day, overtime worked each day, the amount paid for piecework and details of piecework, together with the worker's signature for the same. Such record shall be open for inspection by the secretary or other duly authorised officer of the union during working hours.

12. *Under-rate Workers.*—(a) A worker who by reason of old age or infirmity is unable to earn the minimum rate hereby prescribed may be employed at a lesser rate, which shall be agreed upon in writing between the worker and the secretary of the worker's union. If within seven days after being notified in writing of the worker's desire to work at a lower rate of wage than that prescribed the secretary and the worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage. The worker shall give to the secretary two days' notice of his intention to apply to the magistrate, and the said secretary or his agent may attend and oppose the application. The magistrate may fix the rate of wage, and his decision shall be final.

(b) Any worker whose wage shall have been so fixed may work for and be employed by an employer for such wage for the period of six months thereafter, and after the expiration of the said period until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause: Provided always that the employer shall not employ more than one such incompetent worker to every four fully paid workers or fraction of the first four.

13. *Term of Award.*—This award shall be for a term of three years from the date hereof: Provided that after the expiration of twelve months application may be made for alteration, by any party affected thereby.

14. *Application of Award.*—This award shall apply to the bespoke bootmaking and repairing industry carried on within a radius of fifteen miles from the General Post Office, Perth.

Dated 5th day of March, 1926.

Signed on behalf of the Boot Trade of Western Australia Union of Workers, Perth,—

F. MORLEY,
President.

J. A. LAKE,
Secretary.

Signed on behalf of The Metropolitan Bespoke Bootmakers and Repairers' Industrial Union of Employers, Perth,—

S. LAKE,
President.

Witness—J. A. Lake.

G. W. UNDERWOOD,
Secretary.

Witness—J. A. Lake.

APPENDIX.

Form 1 (a).

Clause 3, Subclauses (i.) and (ii.) of Award.

To the Clerk of the Court of Arbitration.

Please take notice that....., of....., entered my service on probation as an apprentice to the.....branch of the Boot and Shoe Repairing Trade, on the.....day of....., 19 .

Dated the.....day of....., 19 .

Employer's Signature.....

Form 1 (b).

Clause 3, Subclauses (i.) and (ii.) of Award.

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned (apprentice)....., of....., has entered the service of the undersigned (employer)..... of....., as an apprentice to the..... branch of the Boot and Shoe Repairing Trade. The term of service began on the.....day of.....19 .

Signature of Apprentice.....

Signature of Parent or Guardian.....

Signature of Employer.....

Form 2.

Clause 3, Subclauses (viii.) and (ix.) (2) of Award.

To the Clerk of the Court of Arbitration.

Notice is hereby given that..... who entered my employ as apprentice on the.....day of....., 19 , has been transferred to the employment of.....

Dated this.....day of....., 19 .

Signature of former Employer.....

Signature of new Employer.....

Form 3.

Clause 3, Subclause (ix.) (4) of Award.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the.....trade....., who entered my service on the.....day of.....19 .

The cause of the said discharge was.....

Signature of Employer..... ....

Form 4.

Clause 3, Subclause (xv.) of Award.

I hereby certify that....., of....., has satisfied the examiners of his competence in the .....branch of the Bespoke Boot and Shoe Repairing Trade proper to the.....year of his service as apprentice.

Dated the.....day of....., 19 .

.....
Clerk of the Court of Arbitration.

Form 5.

Clause 3, Subclause (ix) (2) of Award.

Western Australia.

Certificate of Competency.

This is to certify that....., of....., has served his full term of apprenticeship to the..... branch of the Bespoke Boot and Shoe Repairing trade.

Signature of Employer.....

This is to certify that the above-mentioned apprentice has passed all examinations in accordance with the Award of the Court of Arbitration.

Dated the.....day of....., 19 .

.....

.....

Signature of Board of Examiners.

HOTEL, CLUB, CATERERS, TEAROOM, AND RESTAURANT—MERREDIN.

(Registered 21th May, 1926.)

No. 17 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this 21st day of May, One thousand nine hundred and twenty-six, between the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers (hereinafter called "the Union"), of the one part, and the persons, firms, and companies whose signatures appear in the Schedule hereto (hereinafter called "the Employers"), of the other part, witnesseth, that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

Definitions.

1. Tearooms may serve beef tea and bovril or such soups as are supplied from bottles or tins, meat pies and pasties such as are supplied by wholesale pastrycooks, ham and eggs, eggs cooked in any form, and cold meats of any description (cold roast meats must not be cooked on the premises).

2. If any hot dishes other than those mentioned in Clause 1 hereof are served it will constitute the establishment a restaurant.

Hours.

3. 48 hours, to be worked in six days, shall constitute a week's work for male workers over the age of 18 years. 44 hours, to be worked in five and a half days, shall constitute a week's work for all females and for junior workers. Any employee, except casual workers, who work a lesser number of hours per week, shall be paid the full week's wage. For the purpose of this agreement the time during which the employee is on the premises of the employer shall be deemed working time. If the employee has permission to leave the premises for any time not less than one hour but prefers to remain thereon, such time shall not be counted in the working hours.

Spread of Shifts.

5. Daily spread of shifts shall mean the time which elapses from the time when the worker first starts work and the time when he or she finishes work for the day. Weekly spread of shifts shall mean the aggregate number of hours contained in the daily spreads for a week. The weekly spread of shifts shall not exceed sixty-six hours in restaurants, sixty hours in tea rooms, and seventy-two hours in hotels and coffee palaces. The longest spread of shifts in any one day shall be not more than 12 hours.

7. In addition to one break for meal hours there shall be not more than one break in any shift, such break to be not less than two hours, with the exception of one day in the week, either Friday or Saturday, when a ten-hour working day is permissible, with two breaks of at least one hour each for meals. The exception shall not apply to hotels and coffee palaces.

8. Night-shift shall mean where the employee finishes for the day after 8 p.m. Not more than three late nights shall be worked in any one week, or, as an alternative day and night shift, alternate weeks. This shall not apply to male workers engaged exclusively for night work.

Wages.

9. The following shall be the minimum rate of wages per week:—

Hotels, Coffee Palaces, Restaurants, Tea-rooms, Cafes, Boarding-houses, Hostels, and other similar places.

	Males. £ s. d.	Females. £ s. d.
In establishments where three cooks are employed—		
First cook	5 16 0	4 15 0
Second cook	5 0 0	3 19 0
Third cook	4 13 0	3 14 0
Where more than three cooks are employed the minimum rate shall be	4 13 0	3 14 0
Where two cooks are employed—		
First cook	5 8 0	4 9 0
Second cook	4 14 0	3 15 0
Where only one cook is employed	5 3 0	3 19 0
Waiter	4 12 0	..
Kitchenman	4 8 0	..
Pantryman	4 8 0	..
Night porter	4 13 0	..
Hall porter	4 8 0	..
Steward	4 8 0	..
Yardman	4 8 0	..
Unspecified male worker ..	4 8 0	..
Waitress	..	3 5 3
Other female worker	..	3 5 3
Laundress	..	3 10 0
Counterhand (female)	..	3 7 6

In dining rooms where one or more waitresses or waiters are employed one junior waitress may be employed at a minimum rate of £2 18s. per week. Junior waitress means one who is under the age of twenty-one years, and who has had not more than twelve month's experience in a dining room.

	Tea-rooms and Restaurants. £ s. d.	Hotels, Coffee Palaces, and similar places. £ s. d.
Junior male workers under 18 years	3 0 6	3 0 6
Junior male workers over 18 years and under 19 years	3 11 6	3 10 0
Junior male workers over 19 and under 21 years ..	3 16 9	3 15 6

If juniors are required to wear uniform they shall be supplied by and remain the property of the employer.

Railway Refreshment Rooms.

The following shall be the minimum wages payable in Railway Refreshment Rooms:—

	Male.			Female.		
	£	s.	d.	£	s.	d.
Cook	6	7	6	4	7	6
Charge hand bar, etc.	6	7	6	4	7	6
Waitress and unspecified female worker				3	12	6

Board and Lodgings.

10. If board is provided by the employer he may deduct £1 per week, and if lodging is provided 7s. 6d. per week, from the wages hereinbefore prescribed.

Board shall mean three meals per day, as per menu in such establishment.

Casuals.

11. Casual workers shall be engaged by the day and shall be paid at the rate of time and a half during the first three consecutive days of employment, and thereafter shall receive the full weekly wage.

12. Casual male workers engaged in work done in connection with racecourses, show, or sports grounds and the like shall be paid 3s. 1½d. per hour, with a minimum of eight hours' pay per day, also travelling expenses to and from employment.

13. For casual female workers engaged in such work the rate shall be a minimum of 15s. for the hours computed from 10 a.m. to 5.30 p.m., with one hour off for meals; all hours in excess at 2s. 6d. per hour; and if the meal hour be not given it be paid for at the rate of 3s. 6d. per hour; also travelling expenses to and from employment.

14. A casual female hand may be employed from 1 p.m. to 5.30 p.m. at a minimum of 12s. for the period.

15. The time for casual workers on outside jobs shall count from the time appointed for their attendance on the job until they are discharged.

16. Female casual workers engaged upon special suppers, etc., after 7.30 p.m. shall receive 3s. 6d. per hour with a minimum of two hours' work, with train or tram fare added.

17. The wage payable to casual workers on outside jobs shall be handed to the worker immediately on completion of employment.

18. Any workers engaged at special dinners or suppers after 8 p.m. shall be paid at double time rates after they have worked their usual time for the day.

19. Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

Overtime.

20. All overtime shall be paid for at the rate of time and a half.

Goldfields' Allowance.

21. In addition to the wages hereinbefore prescribed a Goldfields' allowance shall be paid.

Holidays.

22. All workers employed shall be entitled to and shall receive a full day off duty in each week in establishments which open seven days, and a half a day per week in establishments which open six days per week.

23. In lieu of one full day in hotels where one cook is employed two half days may be given, and in addition the wages paid by such hotel to all employees shall be increased by one-twelfth the rates herein provided.

24. The half holiday shall commence at 2 o'clock in the afternoon and terminate at the usual starting time next day.

25. The night porter in all establishments shall be allowed off duty one night per week.

26. Christmas Day, Good Friday, Labour Day, and one Union picnic day per year shall be holidays in all establishments, except those that cater for boarders.

All work done on any of the foregoing days shall be paid for at double time rates.

On these days, except in establishments which cater for boarders, workers shall be free to work or not as he or she desires, and the employers to open their places of business if they so desire.

27. After the completion of twelve month's service annual holidays shall be granted as follows:—Three weeks on full pay, together with the prescribed board and lodging allowance to those workers working in establishments which open seven days per week; and two weeks on full pay to those workers working in establishments which open six days per week, together with the prescribed board and lodging allowance.

Such holiday shall be granted within two months of its becoming due, failing which the employer shall pay double time for all work done after that date. This penalty shall not apply where it can be shown, after consultation with the Union Secretary, that it was impossible to find a substitute during that time. Provided also, that any worker who shall have served one month or over and whose services shall have been terminated before the annual holidays shall have become due, shall be entitled to a proportionate allowance for the time served.

Preference of Employment.

28. Preference of employment shall be given to members of the Hotel, Club, Caterers, Restaurant Employees' Industrial Union of Workers, and preference of employment shall be given to members of the white races.

Meal Hours.

29. At least one clear hour (or as provided in Section 124 of "The Factories Act, 1920"), in every six hours shall be allowed off for each worker for meal time, and in tea-rooms, nothwithstanding the provisions of Clause 7, the time may be divided by taking half an hour for morning tea before noon and another half hour before 2.30 o'clock p.m. for dinner.

Roster.

30. A roster of the working hours of all workers shall be exhibited in each establishment in such a place as it may be conveniently and readily seen by each worker, such roster to be compiled weekly, and shall denote the hours to be worked by each worker for the week ahead, and shall be open for inspection by Union officials during all working hours. A copy of this Agreement shall be available at all times in a place where all may peruse it.

Weekly Wage.

31. Wages shall be paid weekly. When no agreement in writing is made determining the period of notice, then a notice of not less than twenty-four (24) hours' notice shall be given by either party of intention to terminate the service.

Uniforms.

32. Employers shall pay one shilling per week for the laundering of all stiff white cuffs and collars where same are demanded to be worn, and also pay one shilling per week extra to all workers who wear white aprons or coats.

Only a plain black and white or black or white uniform will be recognised as such by the various parties to this Agreement. The cost of any alteration in colour or design demanded by the employer must be provided by that employer.

The wearing of all head-bands in any establishment is hereby prohibited.

Accommodation.

33. Any worker required to sleep on the premises shall be provided with suitable accommodation.

Where workers sleep on the premises they shall be provided with a common sitting room.

All workers shall have access to a bath room.

A suitable efficiently lighted and ventilated change room shall be provided by employers for the use of workers of each sex who do not sleep upon the premises. Such change room shall be furnished with suitable toilet conveniences.

Suitable accommodation for meals shall be provided for all workers.

If any worker considers the accommodation provided for him or her by his employer unsuitable, complaint may be made in writing by the Secretary of the Union to the Clerk of the Court of Arbitration. Upon receipt of such complaint the Clerk may request an Industrial Inspector under the Industrial Arbitration Act to inspect the accommodation and report thereon. The Inspector's report shall be filed by the Clerk and be open to inspection by any person without fee. The report may be used as *prima facie* evidence in proceedings for the enforcement of this clause.

Record.

34. The employer shall keep, or cause to be kept, at his business premises, or at each one of them if more than one, a time and wages book, wherein shall be entered the name, occupation, and, in the case of juniors, the age on his or her last birthday, the time he or she commences and finishes work for the day, the hours worked on each day, and the wages paid to each worker each week. Such book shall be entered up from day to day, and shall be initialed daily, if correct, by each worker. The employer and the worker shall be held severally responsible for the proper daily posting up of the book, which shall be open to inspection by a duly authorised representative of the Union, who shall be permitted to visit the employer's premises and take extracts therefrom on a portion of the employer's premises during all working hours.

Under-rate Workers.

35. Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer, and, in default of such agreement, within twenty-four hours after such worker shall have applied in writing to the secretary of the union stating his desire that such wage shall be agreed upon, such wages shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker, after twenty-four hours' notice in writing shall have been given by him to the said secretary, and, after lodging the application shall, if he so desires, be heard by the Magistrate. After having given notice to the secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and to be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period, until the wage shall have been again fixed at the instance of the said secretary in the manner prescribed. The secretary of the union may by writing under his hand appoint an agent or substitute to represent him at the hearing of the application before the Magistrate.

Juniors in Tearoom Kitchens.

36. Juniors in tearooms' kitchens shall mean girls under eighteen years of age, and they shall not be in a greater proportion than those of one junior to two or part of two seniors. Juniors shall only be permitted to work while a senior is working.

37. Notwithstanding anything hereinbefore contained in paragraph 4 hereof, an employer shall be at liberty to employ half-time or three-quarter time waitresses in the proportion of one half-time or one three-quarter time waitress to four full-time waitresses, or part thereof, and who shall be entitled to wages at the rate of time and one-eighth and allowances as specified herein.

Area.

38. This Agreement shall have effect over the area comprised within twenty miles of the G.P.O., Merredin, W.A.

Duration of Agreement.

39. This Agreement shall come into force and be operative from the 29th day of May, One thousand nine hundred and twenty-six, and continue until the 29th day of May, One thousand nine hundred and twenty-nine.

40. Provided always that either party shall have the liberty to apply to have the Agreement re-opened and reviewed after this Agreement has been in currency for twelve months from the 29th day of May, One thousand nine hundred and twenty-six, and after such request has been made both parties shall meet at a round table conference for the purpose of reviewing the wages and conditions set forth herein, and to make such changes in the Agreement as are necessary and agreed to in the course of discussion. In the event of an agreement not being arrived at between the parties no alteration shall be made in the Agreement.

In witness whereof the parties hereto have set their hands the day and year first before written.

The Common Seal of the Hotel, Club, Caterers, Tea Room, and Restaurant Employees' Industrial Union of Workers, Perth, was hereto affixed in the presence of,— [L.S.]

For the Union:

GEO. RYCE,
Secretary.

C. SHELLEY,
President.

Signed for and on behalf of the Employers,—

A. WALKER, Central Coffee Palace.
Witness—Geo. Ryce.

MARY MILBANK, Maple Leaf Cafe.
Witness—Geo. Ryce.

S. M. BROWN, Merredin Coffee Palace.
Witness—Geo. Ryce.

V. L. POLLARD, Railway Coffee Palace.
Witness—A. McMillan.

R. WEICKHARDT, Radio Tea Rooms and Dining Rooms.
Witness—Geo. Ryce.

THOS. DUFF, Hotel, Merredin; Railway Refreshment Rooms.
Witness—Geo. H. Vickery. (May 21st.)

W. J. GORMAN, Commercial Hotel.
Witness—G. Edwards.

BOOTMAKERS—METROPOLITAN.

(Registered 26th May, 1924.)

No. 18 of 1926.

AN Agreement made in pursuance of "The Industrial Arbitration Act, 1912-1925," the 22nd day of May, One thousand nine hundred and twenty-six, between Samuel Trigger, carrying on business under the firm name of "The W.A. Slipper Factory" (hereinafter called "the Employer"), of the one part, and The Boot Trade of Western Australia Union of Workers, Perth (hereinafter called "the Union"), of the other part: Witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. The terms, provisions, stipulations, and agreements contained in a certain agreement made in pursuance of the said Act, bearing date the twenty-third day of July, One thousand nine hundred and twenty-four, and made between Pearse Bros., Ltd., and others of the one part, and the Union then known as "The West Australian Operative Boot Makers' Industrial Union of Workers," of the other part, shall, with the exception of Clause 6 of such agreement, apply to and cover the employment of all workers in the slipper-making industry employed by the Employer.

2. Clause 6 of the said Agreement of the twenty-third day of July, One thousand nine hundred and twenty-four, shall, for the purposes of this Agreement only, be deemed to be deleted therefrom and the following clause inserted in lieu thereof:—

> "6. *Girls.*—Free girls may be employed on any of the following classes of work, namely:—Tieing, Pomming, and Packing."

3. If at any time during the currency of this Agreement the said Agreement of the twenty-third day of July, One thousand nine hundred and twenty-four, shall be varied, revised, or amended in any respect, such variation, revision, or amendment shall immediately be deemed to apply to and be included in this Agreement: Provided always, that before any such variation, revision, or amendment shall so apply to and be included in this Agreement, the Employer shall have been or been given the opportunity of being a party to the negotiations and proceedings preceding such variation, revision, or amendment.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed by the said Samuel Trigger, in the presence of,—

M. J. Otto.

S. TRIGGER.

The Common Seal of The Boot Trade of Western Australia Union of Workers, Perth, was hereto affixed in the presence of,— [L.S.]

J. A. LAKE,
Secretary.

F. MORLEY,
President.

Witness: J. A. Lake.

ENGINEERS—STATE IMPLEMENT WORKS.

(Registered 3rd June, 1926.)

No. 19 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 21st day of May, one thousand nine hundred and twenty-six, between the Minister for Trading Concerns (in his capacity as Minister in charge of the State Implement and Engineering Works), in and for the State of Western Australia (hereinafter referred to as "the Minister"), of the first part, and The Australasian Society of Engineers (hereinafter referred to as "the Society") of the second part:

Whereby it is mutually agreed by and between the parties hereto that the several stipulations, conditions, provisions, and arrangements set out herein shall in all cases be binding upon and shall be faithfully and promptly carried out, observed, and performed and complied with, according to the true intent and meaning thereof by all the parties hereto.

And it is also mutually agreed that this Agreement shall remain in force until the 26th day of September, one thousand nine hundred and twenty-six.

Clause 1.—*Definitions.*

(a) "Minister" shall mean the Minister who for the time being is administering the State Implement and Engineering Works, North Fremantle.

(b) "Society" shall mean the Australian Society of Engineers.

(c) "Employee" shall mean any person embraced by and included in this Agreement who is now employed in or by the State Implement and Engineering Works, or who may hereafter be employed in or by such works during the currency of this Agreement, and who is a member of the Society.

(d) A "motor mechanic" means a worker engaged in making, repairing, altering, assembling, or testing the metal parts of motor cars or other motor vehicles.

(e) Oxy-acetylene or electrical welding plants shall be operated by tradesmen only.

(f) "Electrical fitter" means a worker engaged making, repairing, altering, assembling, or testing (with or without wiring) electrical machines, instruments or apparatus.

(g) "Electrical wirer" means a worker engaged in installing electric light, meters, bells, or telephones, or running or repairing the wires used for power or heating purposes.

(h) "Electrical lineman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wire or cables on poles or over buildings, or tying it to insulators, or joining or insulating it, or doing any work on electric poles off the ground.

(i) A lineman shall not be allowed to work on live overhead wires carrying a current of 440 volts without an assistant.

(j) A "leading hand" means any tradesman placed in charge of three or more other tradesmen or of six other workers, and shall be paid as leading hand tradesman. Leading tradesman shall receive 2s. 6d. per day above the minimum rates specified above for their respective trades.

Clause 2.—Hours.

Forty-four hours shall represent a week's work, on the following conditions: Such ordinary working hours shall not exceed eight hours on the first five days of the week and four hours on Saturdays.

Clause 3.—Overtime and Holidays.

(a) All time worked in excess of or outside the usual hours shall be paid at the rate of time and a-half for the first four hours after usual stopping time, and double time thereafter; provided that employees called to start work within an hour and a-half of the usual starting time shall be paid at time and a-half until the usual starting time.

(b) Systematic overtime shall not be worked. Overtime shall be considered systematic when two weeks' continuous overtime has been worked: Provided that this subclause shall not apply to cases where, after application to the Society has been made, extra labour is not forthwith available. No worker shall be required or permitted to work more than 24 hours' overtime in any one week, except in case of a breakdown of employer's plant.

(c) For all work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, or Boxing Day double time rates shall be paid.

(d) When an employee is recalled to work after leaving the job he shall be paid at least two hours' overtime for such call-out.

(e) When an employee is required for overtime exceeding one hour without being notified the previous day, he shall be supplied with any meal required or be paid 1s. 6d. for such meal.

(f) When an employee is required for duty during any meal time he shall be paid at overtime rate until he be allowed the usual length of time for a meal.

(g) Twelve paid holidays per annum shall be granted to each employee; provided always that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Labour Day shall be taken as they come as portion of the holidays. The balance of six days shall be granted as annual leave, at the convenience of the department. Payment for holidays shall be made in accordance with the usual hours of work.

(h) All employees employed for a period of less than 12 months' continuous service shall receive holiday pay as follows:—After one month's continuous service, holidays in proportion as the length of service is to the full number of holidays for the 12 months.

(i) "Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken."

Clause 4.—Dirt Money.

Employees engaged on dirty work shall be paid 1½d. per hour extra as dirt money. Present practice as to what is dirty work to continue.

Boiler-makers' assistants shall be paid dirt money under the same conditions as applying to boiler-makers.

Fuelmen and men tarring pipes shall be paid 1s. per day extra as dirt money.

Clause 5.—Wages.

(a) The minimum rates of pay to workers other than registered apprentices shall be as follows:—

	Per week of 44 hours. £	s.	d.
Patternmaker	5	16	4
Blacksmith in workshop	5	13	4
Blacksmith on or about construction work doing field work	5	10	4
Coppersmith, fitter, turner, brass-finisher, universal milling machinist, motor mechanic, electrical fitter	5	7	4
Machinist other than driller or screwer	5	1	4
Driller	4	15	4
Screwer	4	9	4
(Worker on drilling machine who uses cutter bar to be rated as machinist other than driller or screwer.)			
Casting dressers (iron)	4	11	4
Electrical wireman	5	1	4
Electrical lineman	4	18	4
Wireman fitter (Public Works Department)	5	4	4
Electrical welder and oxy-acetylene worker—1s. per day extra.			
Tradesman's assistant	4	6	4
Moulders' assistants	4	6	4
Dressers	4	11	4
Assemblers	4	15	4
(Assemblers to continue to perform same work as in the past and rate of £4 15s. 4d. to be the absolute minimum and maximum.)			
Shearers	4	15	4
Bull doser	5	1	4
Bolt machinist	4	15	4
Crane attendant	4	9	4
Belt and shaft attendant	4	9	4
Furnacemen (brass)	4	14	4
Furnacemen (iron)	4	18	4
Pipe moulders (headmen)	5	7	4
Pipe moulders (footmen)	5	1	4
General labourer	4	3	4

Blacksmith's striker, when on forging work, shall be paid an extra 1s. per day.

Men engaged breaking pig iron shall rank as moulders' assistants.

(b) Junior Workers—

Boys up to 16 years	1	4	6
Boys up to 17 years	1	9	0
Boys up to 18 years	2	0	0
Boys up to 19 years	2	7	6
Boys up to 20 years	2	18	6

The proportion of junior workers to adult workers shall be the same as prescribed for apprentices.

Junior workers shall not be employed in foundry and fitting shops and only in blacksmith's shop as hammer drivers or striking for apprentices.

(c) "Foreman."—A foreman means an employee who is in charge of one or more leading hands, or who is directly responsible to the Supervisor for preparing estimates of work or for the carrying out of work by other tradesmen. Foremen shall be paid at least five shillings per day above the minimum rates provided for tradesmen in their respective trades.

(d) It is also agreed—

1. That the rates of pay are fixed on a weekly basis, subject to the following condition, namely: that if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours), apportioned to the time actually worked during the week; and

2. That notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage.

3. Paragraphs (d) 1 and (d) 2 above are in conformity with existing practice, which will continue and be observed.

(e) "Casual Employees."—A casual worker shall mean one for whom work over a period of twelve consecutive working days, not counting holidays, is not provided by the employer. Casual workers shall be paid ten per cent. over the rate provided by this Agreement for the particular worker's occupation.

(f) "Payment of Wages."—When an employee is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post at the employer's risk.

(g) The wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that, should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this Agreement shall be automatically adjusted in accordance with such declaration.

Clause 6.—Apprentices.

(a) The conditions and wages prescribed for apprentices in Award Nos. 22 and 31 of 1922, and any variations thereto, shall be deemed to be incorporated in and to form part of this Agreement.

(b) Two apprentice machinists may be employed. They shall be instructed in the use of shaping, drilling, planning, slotting and milling machines. Wages and conditions shall be the same as those in the said Award applying to apprentices.

Clause 7.—Country Work.

(a) When an employee is instructed to proceed on duty from the place where he is then or is usually employed, the employer shall pay all fares, including sleeper, and a proper allowance at current rates for all necessary meals, or board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fare on completion of job or after twelve months on job.

(b) Travelling time shall be paid at ordinary rates at place of departure, with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling by night without a sleeper the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost through travelling.

Clause 8.—Under-rate Workers.

Any worker who, by reason of old age or infirmity, is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed in writing between the employer and the Society.

Clause 9.—Right of entry to Works.

On notifying the Officer in charge any officer of the Society authorised in writing by the president and secretary of such Society shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Agreement are engaged, for the purpose of conversing with or interviewing the employees in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The Officer in charge shall determine whether employees are being hampered or hindered in their work.

Clause 10.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards to be appointed by the Society shall be recognised by the management.

Clause 11.—Higher Duties.

(a) Any employee called upon to perform work carrying a higher minimum than his regular rate of pay shall be paid such higher minimum for the time actually engaged upon such higher work; provided that acting time less than twenty minutes in any one shift shall not be counted.

(b) No employee shall be reduced in his grade when temporarily engaged at work for which a lower rate is paid.

Clause 12.—Broken Shifts.

Should any employee not be notified before leaving work that his services will not be required on the next day he shall be paid for that day, if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified forthwith of the cause why he cannot be employed, and shall be entitled to two hours' pay.

Clause 13.—Notice Boards.

A notice board shall be provided by the employer on all jobs where in the opinion of the Officer in charge it is considered that notices are essential to meet the convenience of the Society concerned.

Clause 14.—Area.

This Agreement shall apply to the State Implement and Engineering Works situated at North Fremantle.

Signed by the said Minister for Trading Concerns,—

ALEX. McCALLUM.

Witness: W. S. Andrew.

Signed on behalf of the Australasian Society of Engineers,—

C. J. BROWN,
President Fremantle Branch.

Witness: F. Rowe, J.P.

OWEN P. COLE,
Secretary Fremantle Branch.

Witness: J. W. Burgess.

SHOP ASSISTANTS (FRUIT AND PRODUCE)—METROPOLITAN.

(Registered 14th June, 1926.)

No. 20 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this first day of May, One thousand nine hundred and twenty-six, between The Shop Assistants and Warehouse Employees' Indus-

trial Union of Workers, Perth, Western Australia (hereinafter called "the Union"), of the one part, and Berryman Brothers, Central Gardeners' Fruit and Produce Markets (Joseph Prisk Rogers and Thomas Newby, Proprietors), F. W. Lantzke, Nelson & Company, Producers' Market, Limited, W.A. Fruit and Produce Markets, Pearse & Lee, B. Mercer, F. W. Dawson, being persons, firms, or companies carrying on marketing businesses in the State of Western Australia (hereinafter called "the Employers"), of the other part; witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Area.*—This Agreement shall be limited in its effect to the area comprised within a radius of fifteen miles from the General Post Office, in the city of Perth.

2. *Term.*—The term of this Agreement shall be one year from the first day of May, One thousand nine hundred and twenty-six.

3. *Definitions.*—In this Agreement, unless the context otherwise indicates:—

"Weekly Hand" shall mean an employee engaged by the week and whose employment shall be terminated by not less than one week's notice on either side and which shall expire on the usual pay day. Such notice cannot be continued from week to week.

"Head Storeman" shall mean a person performing the duties of a storeman and who is in charge of two or more men.

"Casual Hand" shall mean an employee engaged by the hour and who may be put off or leave the employer's service at any moment without notice: Provided that a casual hand shall be employed for not less than two hours in any one day, or, if told to report for work on any day, he shall be then employed not less than four hours.

4. *Hours.*—Forty-eight hours shall constitute a week's work, and shall be worked as follows:—

1. Fruit and Produce Merchants—Monday, Wednesday, and Friday 5.30 a.m. to 5 p.m., one half hour for lunch shall be allowed between the 12 noon and 1 p.m.; Tuesday and Thursday, first shift, 7.30 a.m. to 12.45 p.m.; second shift, 12 noon to 5 p.m. Shifts to be worked alternately, Saturday, 7.30 a.m. to 12 noon.

2. Wholesale and Vegetable Packers.—Monday, Wednesday and Friday, 7 a.m. to 12 noon, 1 p.m. to 5 p.m.; Tuesday and Thursday, 8 a.m. to 12 noon, 1 p.m. to 5 p.m.; Saturday, 7 a.m. to noon.

3. Poultry Markets.—Monday 8 a.m. to 12 noon, 1 p.m. to 3 p.m.; Tuesday and Thursday 8 a.m. to 12 noon, 1 p.m. to 5.30 p.m.; Wednesday and Friday 7 a.m. to 12 noon, 12.30 to 6 p.m.; Saturdays 8 a.m. to 12 noon.

5. *Overtime.*—For all time worked by weekly employees after the usual finishing time on Saturdays and for all time worked on Sundays and holidays double time shall be paid. All other overtime shall be paid for at the rate of time and a half.

6. *Holidays.*—The following days shall be observed as holidays, and, so far as weekly employees are concerned, paid for, namely:—Good Friday, Easter Saturday, Labour Day, Christmas Day. Provided that if any employee is required to work on any other gazetted public holiday he shall be allowed time off on some other day, to be mutually agreed upon.

(a) Annual Holidays.—One week's holiday on full pay shall be granted to each employee on completion of each year of service. An employee not completing one year of service shall be granted pay in lieu of holidays in the same proportion to the length of his service: Provided, and it is hereby expressly declared and agreed, that the proportion of holiday pay shall only apply after the completion of the first year of service, excepting to those who may be in their present employment at the date of this Agreement.

7. *Wages.*—The minimum rate of weekly wages shall be as follows:—

	£	s.	d.
(a) Under 18 years of age	2	0	0
18 to 19 years of age	2	6	0
19 to 20 years of age	3	0	0
20 to 21 years of age	3	15	0
Over 21 years of age	4	10	0
Head Storeman	4	12	0

(b) All work performed in the refrigerator, 1s. per hour extra.

(c) Casuals, 2s. 3d. per hour.

8. *Proportion of Juniors.*—One junior only shall be allowed to every three senior weekly hands or fraction thereof.

9. *Higher Duties.*—A worker required to do work which is entitled to a higher rate under this Agreement than that which he usually performs shall be entitled to payment at a higher rate whilst so employed.

10. Nothing herein contained shall entitle the employer to reduce the wage of any worker who at the date of this Agreement is being paid a higher rate than the minimum prescribed for his class of work.

11. *Time and Wages Book.*—A book shall be kept containing the names of each of the workers to whom this Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which he has been employed. The employer and the worker shall be severally responsible for the proper posting up of the Record Book, which shall be produced to the Inspector of the Union on demand.

12. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the minimum adult wage prescribed by this Agreement may be employed at such lesser wage (if any) as may be agreed upon in writing between the worker and the Secretary of the applicant union. If within twenty-four hours after the worker has notified the Secretary of his or her desire to work at a lesser wage than the said minimum the Secretary and the worker do not agree as aforesaid, then the worker may apply to the most convenient Resident or Police Magistrate for a permit to work at such lesser wage. The worker shall give to the said Secretary at least twenty-four hours' notice of his or her intention to make application to the said Magistrate, and the Secretary or his agent shall be entitled to attend before the said Magistrate, and, pending the decision thereon, in either case the worker shall be entitled to work and be employed by an employer at the proposed lesser rate. The Magistrate may grant to such worker a permit to work at such wage and such period not exceeding six calendar months as he thinks fit, and his decision shall be final. The permit shall entitle the worker to work at the wage therein mentioned and for such period as may be therein stated

until the wage shall be again settled by the Magistrate on the application of the said Secretary.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

The Common Seal of The Shop Assistants and Warehouse Employees' Industrial Union of Workers was hereto affixed in the presence of,—
M. Maynard.

D. FREEDMAN,
Secretary. [L.S.]

FREDK. MANN,
President.

Signed by the said Berryman Bros. in the presence of,—
T. A. Jaggard.

THOS. W. LANGLEY.

Signed by F. W. Lantzke in the presence of,—
W. E. Bennett.

F. W. LANTZKE.

Signed by Nelson & Company in the presence of,—
F. W. Lantzke.

T. H. A. NELSON.

The Common Seal of Producers' Markets, Limited, was hereto affixed by order of the Directors, in the presence of,—
H. R. Harper,
Manager.

A. C. R. LOARING,
Chairman of Directors. [L.S]

Signed by W.A. Fruit & Produce Markets in the presence of,—
M. Doyle.

J. GLENDENNING.

Signed by Pearse & Lee in the presence of,—
F. W. Lantzke.

MAURICE L. LEE.

Signed by B. Mercer in the presence of,—
J. Palmer.

B. MERCER.

Signed by F. Dawson in the presence of,—
T. A. Jaggard.

F. W. DAWSON.

Signed by Central Gardeners' Fruit and Produce Markets in the presence of,—
Norman L. Forbes.

JOS. ROGERS.

COST OF FOOD AND GROCERIES.

APRIL, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of April, 1926.

Compared with the preceding month (March, 1926) there has been an increase for the thirty towns considered as a whole of 3.0 per cent. All the States show increases. The increase was greatest in Victoria (4.9 per cent.), following in the order named by South Australia (3.7 per cent.), Western Australia (3.0 per cent.), Tasmania (2.3 per cent.), New South Wales (1.7 per cent.), and Queensland (0.8 per cent.).

Compared with the corresponding month—April—of last year all the States with the exception of Western Australia show increases. The increase was greatest in New South Wales (9.9 per cent.), followed in the order named by Victoria (9.0 per cent.), Tasmania (7.4 per cent.), Queensland (5.0 per cent.), and South Australia (4.2 per cent.). The decrease in Western Australia amounted to 2.6 per cent. The weighted average index-number for the thirty towns considered as a whole was 1902 in April, 1926, compared with 1770 in April, 1925, an increase of 7.5 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in April, 1926, compared with July, 1914, April, 1925, and March, 1926. In the last column the percentage increase in April, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Victoria (70.0 per cent.), followed in the order named by Queensland (65.3 per cent.), New South Wales (65.1 per cent.), Tasmania (60.0 per cent.), South Australia (56.5 per cent.), and Western Australia (39.9 per cent.).

The increase in cost in the thirty towns considered as a whole from July, 1914, to April, 1926, amounts to 63.4 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—April, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	April, 1925.	March, 1926.	April, 1926.	Percentage Increase from July, 1914, to April, 1926.
					%
Sydney	1153	1738	1886	1918	66·3
Newcastle	1147	1771	1871	1902	65·8
Broken Hill	1468	2116	2126	2207	50·3
Goulburn	1183	1720	1869	1897	60·4
Bathurst	1097	1691	1778	1823	66·2
Weighted Average—N.S.W. (5 Towns) ...	1165	1750	1890	1923	65·1
Melbourne	1106	1723	1791	1881	70·1
Ballarat	1103	1729	1802	1854	68·1
Bendigo	1107	1756	1810	1875	69·4
Geelong	1089	1714	1770	1842	69·1
Warrnambool	1087	1680	1731	1815	67·0
Weighted Average—Victoria (5 Towns)...	1105	1723	1790	1878	70·0
Brisbane	1057	1719	1766	1768	67·3
Toowoomba	1041	1613	1732	1799	72·8
Rockhampton	1156	1710	1836	1880	62·6
Charters Towers ...	1246	1820	1951	1999	61·4
Warwick	1083	1628	1729	1788	65·1
Weighted Average—Queensland (5 Towns)	1082	1704	1775	1789	65·3

Retail Price Indexes—continued.

Town.	July 1914.	April, 1925.	March, 1925.	April, 1926.	Percentage increase from July, 1914, to April, 1926.
					%
Adelaide	1250	1873	1877	1947	55·8
Kadina, etc.	1230	1835	1913	1968	60·0
Port Pirie...	1291	1920	2009	2053	59·0
Mt. Gambier	1064	1756	1821	1873	76·0
Peterborough	1340	1949	1908	2039	52·2
Weighted Average—S.A. (5 Towns) ...	1247	1872	1882	1951	56·5
Perth	1340	2010	1881	1943	45·0
Kalgoorlie...	1664	2139	2150	2174	30·6
Northam	...	2076	2018	2092	...
Bunbury	1418	2070	1987	2030	43·2
Geraldton	1445	2079	2010	2063	42·8
Weighted Average—W.A. (5 Towns) ...	1412	2027	1917	1975	39·9
Hobart	1211	1778	1881	1919	58·5
Launceston	1144	1776	1842	1901	66·2
Burnie	...	1773	1892	1937	...
Devonport	...	1812	1891	1911	...
Queenstown	1315	2025	2084	2109	60·4
Weighted Average—Tasmania (5 Towns)	1201	1788	1878	1921	60·0
Weighted Average—Australia (6 Caps.)	1152	1765	1842	1897	64·7
Weighted Average—Australia (30 Tns.)	1164	1770	1847	1902	63·4
*Townsville, Queensland	...	1891	2053	2071	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Post Office Place, Melbourne, 25th May, 1926.

COST OF FOOD AND GROCERIES.

MAY, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of May, 1926.

Compared with the preceding month (April, 1926) there has been a decrease for the thirty towns considered as a whole of 0.2 per cent. Four of the States show decreases and two show increases. The decrease was greatest in Victoria (1.0 per cent.), followed in the order named by New South Wales and Queensland (0.2 per cent.), and Tasmania (0.1 per cent.) The increase in South Australia amounted to 1.6 per cent., and in Western Australia to 0.9 per cent.

Compared with the corresponding month—May—of last year all the States with the exception of Western Australia show increases. The increase was greatest in New South Wales (8.2 per cent.), followed in the order named by Victoria (6.7 per cent.), Tasmania (6.6 per cent.), South Australia (4.5 per cent.), and Queensland (3.7 per cent.). The decrease in Western Australia amounted to 2.6 per cent. The weighted average index-number for the thirty towns considered as a whole was 1898 in May, 1926, compared with 1791 in May, 1925—an increase of 6.0 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in May, 1926, compared with July, 1914, May, 1925, and April, 1926. In the last column the percentage increase in May, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Victoria (68.2 per cent.), followed in the order named by Queensland (65.1 per cent.), New South Wales (64.7 per cent.), Tasmania (59.9 per cent.), South Australia (59.0 per cent.), and Western Australia (41.1 per cent.).

The increase in cost in the thirty towns considered as a whole from July, 1914, to May, 1926, amounts to 63.1 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—May, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (=1000).

Town.	July, 1914.	May, 1925.	April, 1926.	May, 1926.	Percentage increase from July, 1914 to May, 1926.
					%
Sydney	1153	1762	1918	1914	66·0
Newcastle	1147	1791	1902	1881	64·0
Broken Hill	1468	2126	2207	2237	52·4
Goulburn	1183	1754	1897	1886	59·4
Bathurst	1097	1710	1823	1853	68·9
Weighted Average—N.S.W. (5 Towns) ...	1165	1773	1923	1919	64·7
Melbourne	1106	1741	1881	1862	68·4
Ballarat	1108	1752	1854	1852	67·9
Bendigo	1107	1769	1875	1843	66·5
Geelong	1089	1730	1842	1806	65·8
Warrnambool	1067	1700	1815	1829	68·3
Weighted Average—Victoria (5 Towns)...	1105	1742	1878	1859	68·2
Brisbane	1057	1728	1768	1760	66·5
Toowoomba	1041	1657	1799	1797	72·6
Rockhampton	1156	1714	1880	1891	63·6
Charters Towers ...	1246	1830	1999	2043	64·0
Warwick	1083	1645	1788	1825	68·5
Weighted Average—Queensland (5 Towns)	1082	1723	1789	1786	65·1
Adelaide	1250	1898	1947	1979	58·3
Kadina, etc.	1230	1875	1968	2007	63·2
Port Pirie...	1291	1945	2053	2075	60·7
Mt. Gambier	1064	1778	1873	1892	77·8
Peterborough	1340	1982	2039	2051	53·1
Weighted Average—South Australia (5 Towns)	1247	1898	1951	1983	59·0
Perth	1340	2030	1943	1962	46·4
Kalgoorlie	1664	2161	2174	2191	31·7
Northam	...	2078	2092	2102	...
Bunbury	1418	2093	2030	2069	45·9
Geraldton	1445	2083	2063	2060	42·6
Weighted Average—Western Australia (5 Towns)	1412	2047	1975	1993	41·0

Retail Price Indexes—continued.

Town.	July, 1914.	May, 1925.	April, 1926.	May, 1926.	Percentage increase from July, 1914, to May, 1926.
					%
Hobart	1211	1788	1919	1913	58·0
Launceston	1144	1790	1901	1904	66·4
Burnie	...	1784	1937	1962	...
Devonport	...	1848	1911	1918	...
Queenstown	1315	2042	2109	2127	61·7
Weighted Average—Tasmania (5 Towns)	1201	1801	1921	1920	59·9
Weighted Average—Australia (6 Capitals)	1152	1785	1897	1893	64·3
Weighted Average—Australia (30 Towns)	1164	1791	1902	1898	63·1
*Townsville Queensland	...	1887	2071	2058	...

* Not included in weighted average for Queensland or the Common wealth.

Commonwealth Bureau of Census and Statistics,
Post Office Place, Melbourne, 24th June, 1926.

COST OF FOOD AND GROCERIES—JUNE, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of June, 1926.

Compared with the preceding month (May, 1926), there has been a decrease for the thirty towns considered as a whole of 0.9 per cent. All the States with the exception of Queensland show decreases. The decrease was greatest in Western Australia (2.1 per cent.), followed in the order named by New South Wales (1.6 per cent.), Victoria (1.2 per cent.), Tasmania (0.8 per cent.), and South Australia (0.3 per cent.). The increases in Queensland amounted to 1.8 per cent.

Compared with the corresponding month—June—of last year all the States with the exception of Western Australia show increases. The increase was greatest in New South Wales (5.4 per cent.), followed in the order named by Tasmania (5.3 per cent.), Queensland (5.1 per cent.), South Australia (4.4 per cent.), and Victoria (3.8 per cent.) The decrease in Western Australia amounted to 4.3 per cent. The weighted average index-number for the thirty towns considered as a whole was 1880 in June, 1926, compared with 1807 in June, 1925—an increase of 4.0 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in June, 1926, compared with July, 1914, June, 1925, and May, 1926. In the last column the percentage increase in June, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (68.0 per cent.), followed in the order named by Victoria (66.2 per cent.), New South Wales (62.1 per cent.), South Australia and Tasmania (58.6 per cent.), and Western Australia (38.2 per cent.) The actual cost of the regimen of food and groceries for the month of June, 1926, was highest in South Australia and lowest in Queensland. In the case of individual towns the cost was highest in Broken Hill and lowest in Toowoomba.

The increase in cost in the thirty towns considered as a whole from July, 1914, to June, 1926, amounts to 61.5 per cent.

RETAIL PRICE INDEXES.

(Based upon the Cost of Food and Groceries only—June, 1926.)

Retail prices index-numbers for each of the 30 principal towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (=1000).

Town.	July, 1914.	June, 1925.	May, 1926.	June, 1926.	Percentage increase from July, 1914, to June, 1926.
					%
Sydney	1153	1784	1914	1882	63·2
Newcastle	1147	1791	1881	1868	62·9
Broken Hill	1468	2152	2237	2227	51·7
Goulburn	1183	1773	1886	1861	57·3
Bathurst	1097	1712	1853	1831	66·9
Weighted Average—N.S.W. (5 Towns) ...	1165	1793	1919	1889	62·1
Melbourne	1106	1771	1862	1838	66·2
Ballarat	1103	1766	1852	1849	67·6
Bendigo	1107	1792	1843	1842	66·4
Geelong	1089	1734	1806	1811	66·3
Warrnambool	1087	1716	1829	1826	68·0
Weighted Average—Victoria (5 Towns) ...	1105	1769	1859	1837	66·2
Brisbane	1057	1732	1760	1805	70·8
Toowoomba	1041	1659	1797	1779	70·9
Rockhampton	1156	1738	1891	1886	63·1
Charters Towers ...	1246	1844	2043	2034	63·2
Warwick	1083	1668	1825	1818	67·9
Weighted Average—Queensland (5 Towns)	1082	1730	1786	1818	68·0
Adelaide	1250	1895	1979	1974	57·9
Kadina, etc.	1230	1875	2007	1989	61·7
Port Pirie...	1291	1962	2075	2066	60·0
Mt. Gambier	1064	1780	1892	1891	77·7
Peterborough	1340	1987	2051	2047	52·8
Weighted Average—S.A. (5 Towns) ...	1247	1895	1983	1978	58·6
Perth	1340	2017	1962	1914	42·8
Kalgoorlie...	1664	2173	2191	2181	31·1
Northam	...	2084	2102	2091	...
Bunbury	1418	2060	2069	2072	46·1
Geraldton	1445	2103	2060	2036	40·9
Weighted Average—W.A. (5 Towns) ...	1412	2038	1993	1951	38·2
Hobart	1211	1805	1913	1901	57·0
Launceston	1144	1782	1904	1880	64·3
Burnie	...	1797	1962	1939	...
Devonport	...	1841	1918	1916	...
Queenstown	1315	2045	2127	2119	61·1
Weighted Average—Tasmania (5 Towns)	1201	1809	1920	1905	58·6
Weighted Average—Australia (6 Caps.)	1152	1803	1893	1873	62·6
Weighted Average—Australia (30 Tns.)	1164	1807	1898	1880	61·5
*Townsville, Queensland	...	1893	2058	2048	...

* Not included in weighted average for Queensland or the Commonwealth.

RETAIL PRICE INDEX NUMBERS.

1. *Food, Groceries, and Housing.*

Retail Price Index-Numbers (Food, Groceries, and Housing—all Houses) for each of Thirty Towns for the year ending 30th June, 1926, with weighted average for the six Capital Cities in 1911 as base (=1000).

State and Town.	1925. 3rd Quarter (July to Sept.)	1925. 4th Quarter (Oct. to Dec.)	1925. 1st Quarter (Jan. to March.)	1926. 2nd Quarter (April to June.)	Index-Numbers for 12 months ending 31st March. 1926.	Index-Numbers for 12 months ending 30th June, 1926.
New South Wales—						
Sydney	1774	1801	1828	1868	1787	1818
Newcastle	1685	1702	1701	1729	1685	1704
Broken Hill ...	1640	1615	1626	1700	1622	1645
Goulburn	1758	1795	1785	1798	1768	1784
Bathurst	1509	1548	1555	1593	1524	1551
Weighted Average—New South Wales	1760	1786	1809	1849	1772	1801
Victoria—						
Melbourne	1761	1759	1779	1854	1761	1788
Ballarat	1542	1542	1545	1584	1534	1553
Bendigo	1559	1550	1544	1603	1537	1564
Geelong	1630	1671	1703	1747	1647	1689
Warrnambool ...	1577	1569	1548	1608	1558	1576
Weighted Average—Victoria	1739	1738	1756	1828	1738	1765
Queensland—						
Brisbane	1541	1574	1643	1646	1572	1601
Toowoomba ...	1514	1570	1563	1602	1530	1562
Rockhampton ...	1525	1545	1580	1611	1534	1565
Charters Towers ...	1448	1493	1489	1524	1461	1489
Warwick	1471	1509	1510	1560	1481	1513
Weighted Average—Queensland ...	1533	1567	1623	1634	1560	1589
South Australia—						
Adelaide	1727	1716	1736	1798	1734	1744
Kadina, etc. ...	1431	1440	1421	1470	1430	1441
Port Pirie	1574	1574	1615	1654	1581	1604
Mount Gambier ...	1362	1370	1382	1445	1370	1390
Peterborough ...	1644	1635	1589	1661	1633	1632
Weighted Average—South Australia...	1703	1694	1712	1773	1710	1721
Western Australia—						
Perth, etc. ...	1621	1552	1631	1685	1616	1622
Kalgoorlie, etc. ...	1572	1550	1566	1597	1568	1571
Northam	1635 2	1618	1601	1662	1628	1629
Bunbury	1552	1509	1506	1587	1545	1541
Geraldton	1654	1601	1592	1629	1624	1619
Weighted Average—Western Australia	1615	1554	1620	1672	1610	1615

Retail Price Index Numbers—*continued.*

State and Town.	1925. 3rd Quarter (July to Sept.)	1925. 4th Quarter (Oct. to Dec.)	1925. 1st Quarter (Jan. to Mar.)	1926. 2nd Quarter (April to June)	Index Numbers for 12 months ending— 31st. March, 1926.	Index Numbers for 12 months ending— 30th June, 1926.
Tasmania—						
Hobart	1722	1729	1789	1795	1747	1759
Launceston... ...	1634	1647	1640	1680	1638	1650
Burnie	1649	1666	1683	1709	1650	1677
Devonport	1669	1645	1652	1667	1655	1658
Queenstown ...	1476	1479	1453	1474	1466	1471
Weighted Average—Tasmania ...	1684	1691	1725	1742	1698	1711
Weighted Average—30 Towns ...	1713	1721	1748	1797	1721	1745
Weighted Average—6 Capitals ...	1732	1740	1771	1822	1741	1766

2. *Food, Groceries, and Housing (all Houses)—1st Quarter,* 1926.

Quarterly index-numbers of the prices of food. groceries, and housing (all houses) are now largely used for purposes of wage variations. In the following table index-numbers are given for the six capital cities for the quarters ending June, 1925, March, 1926, and June, 1926:—

Town.	Quarter ending— June, 1925.	Quarter ending— March, 1926.	Quarter ending— June, 1926.
Sydney	1746	1828	1868
Melbourne	1746	1779	1854
Brisbane	1530	1643	1646
Adelaide	1756	1736	1798
Perth	1661	1631	1685
Hobart	1746	1789	1795
Weighted Average—Six Capitals ...	1722	1771	1822

Compared with the immediately preceding quarter, the index-numbers for the second quarter of this year are higher in all the capital cities and compared with the corresponding quarter (2nd quarter) of 1925 they are also higher in all the capital cities.

Commonwealth Bureau of Census and Statistics,
Melbourne, 26th July, 1926.

RETIREMENTS FROM INDUSTRIAL AGREEMENTS FILED DURING QUARTER ENDED 30th JUNE, 1926.

No. of Agreement.	Industry and Parties affected.	Locality.	Retired by.	Date.
30/25	A.W.U., Westralian Goldfields Mining Branch Industrial Union of Workers and Associated Gold Mines of W.A., and others	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North-East Coolgardie, Mt. Margaret, East Murchison Goldfields (except Black Range District)	Workers' Union ...	23-4-26
59/20	Bakers' Industrial Union of Workers, Eastern Goldfields Operative and Master Bakers' Union	Radius of 25 miles from G.P.O., Kalgoorlie	do.	5-7-26
49/20	Carpenters and Joiners of Australia, Amalgamated Society of and H. Doyle and others	Radius of 14 miles from Post Office, Collie	do.	21-4-26
16/20 & 10/21	Clothing and Allied Trades Industrial Union of Workers, Perth, The Western Australian and Master Tailors' Union	Radius of 25 miles from G.P.O., Perth	do.	15-4-26
20/24	Lime Operatives' Industrial Union of Workers, The Fremantle District, and Briggs & Rowland and others	do. do.	do.	12-4-26
12/24	Shop Assistants and Warehouse Employees' Union of Workers, Perth, and Berryman Bros. and others	Radius of 15 miles from G.P.O., Perth	do.	20-5-26
62/20	Do. (Bunbury Branch)	Radius of 15 miles from Post Office, Bunbury	Clarke's Stores ...	25-6-26
13/25	Timber Yards, Sawmills, and Woodworkers' Union, Metropolitan, and The Timber Merchants' Association of W.A.	Radius of 14 miles from the G.P.O., Perth	Workers' Union ...	27-5-26

INDUSTRIAL AGREEMENTS GIVEN EFFECT OF AWARD AND MADE COMMON RULE DURING QUARTER ENDED 30th JUNE, 1926.

No. of Agreement.	Industry affected.	Area over which Agreement operates.	Date declared Common Rule.	Date of expiration of Agreement.
62/25	Undertakers' Assistants and Cemetery Employees	Radius of 20 miles from G.P.O., Perth	22-4-26	17-10-28
64/25	Engineers	S. W. Industrial District	13-4-26	20-11-28
8/26	do. (Amendment of No 64/25). ...	do. do.	do.	do.

INDUSTRIAL UNIONS REGISTERED DURING QUARTER ENDING 30th JUNE, 1926.

A Certificate of Registration and Incorporation was issued by the Registrar on the 12th day of April, 1926, to the following Union :—

Reg. No.	Name of Union,	Registered Office.	Secretary.
310	Western Australian Police Union of of Workers	Central Police Station, Perth	Cecil Thomas Nelson, Central Police Station, Perth.

SUNDRY REGISTRATIONS IN CONNECTION WITH INDUSTRIAL UNIONS DURING QUARTER ENDING 30th JUNE, 1926.

The following Applications in pursuance of the "Industrial Arbitration Act, 1912–1925," to the Registrar of Industrial Union for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter :—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
180	Dock, Rivers, and Harbour Works Union of Workers—Coastal	Edmund Harry Gray, Trades Hall, Fremantle	17–6–26
138	Lumpers' Union of Workers—The Albany	Sam White Taylor, Cuthbert Street, Albany	12–4–26
310	Police Union of Workers—Western Australian ...	Cecil Thomas Nelson, Central Police Station, Perth	12–4–26
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	Ernest Walter Walsh, Trades Hall, Perth ...	12–6–26
	REGISTRATION OF TREASURERS.		
134	Breweries Employees' Union of Workers—Coastal ...	James Davin	11–5–26
289	Electrical Supplies and Contractors' Association of Western Australia (Union of Employers)—The Metropolitan	Jack Mattinson	15–6–26
54	Moulders (Metals) Union of Workers, Perth—Federated	Sydney Jackson	10–4–26
310	Police Union of Workers—Western Australian ...	Neal McGowan	12–4–26
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	Walter Young	12–6–26
96	Tramways Employees' Union of Workers—Perth Electric	Edward Doyle	8–6–26
	REGISTRATION OF TRUSTEES.		
204	Builder's Labourers' Union of Workers of Perth, Western Australia—The	William Crowe	12–5–26
27	Clothing and Allied Trades' Industrial Union of Workers, Perth—The Western Australian	William Edward Smith	15–4–26
164	Furniture Trades' Industrial Union of Workers, Perth, W.A.—The United	Gustavos Lytton Kirby Warner	23–6–26
309	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Busselton Branch—The	Stanley Phillip Pettit, Harold Leslie Woodrow	26–4–26
46	Trades Hall Industrial Association of Workers—Fremantle and District	Owen Phippin Cole	17–4–26
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	Arnold William Holmes	24–6–26
96	Tramways Employees' Union of Workers—Perth Electric	James M. Frazer, George P. O'Rourke ...	8–6–26
	AMENDMENT OF RULES.		
205	Engine Drivers and Firemens' Union of Workers of Western Australia—Eastern Goldfields Federated	... ...	22–6–26
164	Furniture Trades Industrial Union of Workers, Perth, Perth, W.A.—The United	... ...	8–5–26
54	Moulders (Metals) Union of Workers, Perth—Federated	... ...	24–5–26
124	Tally Clerks' Union of Workers—The Fremantle ...	... ...	6–6–26
	CHANGE OF NAME.		
54	"The Federated Moulders (Metals) Industrial Union of Workers, Perth," to "Federated Moulders (Metals) Union of Workers, Perth"	... ...	4–5–26

INDUSTRIAL UNIONS AND ASSOCIATIONS REGISTERED AT COURT OF ARBITRATION.

Industrial Unions and Associations of Workers and Employers, with names of Secretaries and Addresses, from last returns furnished, and number of members at 31st December, 1925. Failure to forward list of members, etc., within the prescribed time renders the Union liable to a penalty of £2, and every member of the Committee of Management who permits such default is liable to a penalty of Five shillings for every week the default continues.

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
146	Aerated Water and Cordial Manufacturers' Employees, Coastal	E. W. Walsh	Trades Hall, Perth	113
59	Associated Gold Mines of Western Australia, (New), Limited, The (Industrial Union of Employers)	D. F. McAulay	Fimiston	...
67	Associated Northern Blocks (W.A.), Limited, The (Industrial Union of Employers)	G. M. Roberts	Lease 49, E. Kalgoorlie	...
303	A.W.U. Westralian Branch Pastoral and Agricultural Union of Workers	A. J. Watts	38 Stirling Street, Perth ...	1615
308	Bag, Sack and Textile Manufacturers' Employees—Coastal	J. W. Burgess	Trades Hall, Fremantle	48
9	Bakers, Perth and Fremantle Operative ...	T. Nielsen	Trades Hall, Perth	274
113	Bakers, Eastern Goldfields Operative	W. McL. Baird	Trades Hall, Kalgoorlie	*19
41	Bakers (Master) Kalgoorlie and Boulder (Industrial Union of Employers)	G. Richards	1 Exchange Buildings, Hannan Street, Kalgoorlie	10
302	Bakers (Master), Perth and Suburban (Industrial Union of Employers)	T. C. Ferguson	47 Walcott Street, Perth ...	64
293	Bank Officials' Federation, W.A. Branch, The Australian	W. Y. Cooke	29 New Zealand Chambers, St. George's Terrace, Perth	460
149	Barmaids' and Barmen's, Perth, The Western Australian	Charles Jackson	Trades Hall, Perth	*286
251	Boilermakers and Structural Iron and Steel Workers, Federated Society of, Coastal Districts, W.A.	E. A. Jackson	do. do.	234
11	Boot Trade of Western Australia Union of Workers, Perth	J. A. Lake...	Trades Hall, Perth	370
284	Bootmakers (Bespoke) and Repairers, The Metropolitan (Industrial Union of Employers)	G. W. Underwood ...	879 Hay Street, Perth	*97
230	Bottle Yards and Marine Store Employees, Coastal	G. C. Kerr	Trades Hall, Perth	29
36	Bread Carters, The Perth, Fremantle, and Suburban	O. E. Nilsson	Trades Hall, Perth	*70
126	Bread Carters, The Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	22
134	Breweries Employees, Coastal	G. C. Kerr	Trades Hall, Perth	249
47	Breweries Employees, Eastern Goldfields	E. J. Treby	Union Hall, Egan Street, Kalgoorlie	33
294	Bricklayers, The Coastal Operative	B. G. Deering	Trades Hall, Perth	345
144	Brickyard, Pottery and Porcelain Works, Westralian	A. W. Richardson ...	Trades Hall, Perth	278
204	Builders' Labourers' Union of Workers of Perth, W.A., The	James McCann	Trades Hall, Perth	364
30	Builders (Master) and Contractors' Association of Western Australia (Industrial Union of Employers)	P. Barrett	Commercial Union Chambers, St. George's Terrace, Perth	110
	Butchers (W.A. Branch).—See Meat Industry Employees (W.A. Branch).			
193	Butchers (W.A. Amalgamated), Eastern Goldfields Branch	Francis Ernest Michell ...	163 Davis Street, Boulder ...	49
260	Butchers (Master), The Coastal (Industrial Union of Employers)	W. A. Carcary	7–11 Warwick House, St. George's Terrace, Perth	18
20	Carpenters and Joiners of Australia—Perth City Amalgamated Society of	E. Ketterer	Trades Hall, Perth	589
238	Carpenters and Joiners of Australia—Fremantle Amalgamated Society of	A. Ramsay	Trades Hall, Fremantle	*165
246	Carpenters and Joiners of Australia—Subiaco Amalgamated Society of	E. Ketterer	Temperance Hall, Subiaco ...	113
247	Carpenters and Joiners of Australia—Bassendean Amalgamated Society of	Fred. Wright	"Wilverlly" Kenny Street, Bassendean	42
16	Carpenters and Joiners—Kalgoorlie Amalgamated Society of	H. Bosustow	Trades Hall, Kalgoorlie	75
186	Carriers (Master)—Fremantle Union of Employers (Industrial Union of Employers)	E. R. Bastin	2 Hope Street, South Fremantle	43
285	Carters and Drivers—West Australian (Kalgoorlie)	F. E. Michell	163 Davis Street, Boulder ...	25
273	Carters and Drivers—West Australian (Perth) ...	O. E. Nilsson	4 Trades Hall, Perth	*270
277	Cleaners, Caretakers, and Lift Attendants (Metropolitan)	E. N. Fitzgerald	Trades Hall, Perth	222
253	Clerical Association, Australian—W.A. Coastal Districts Branch	W. H. Kitson	Trades Hall, Perth	784

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
27	Clothing and Allied Trades, The Western Australian	Annie Warren	5 Wellington Buildings, Perth ...	853
26	Coach, Car, and Rolling Stock Builders (Coastal)	P. J. Trainer	15 Trades Hall, Perth	366
42	Coachbuilders and Farriers' (Master)—West Australian Industrial Union of Employers)	H. A. Tarrant	10 and 12, Irwin Street, Perth ...	60
301	Collectors of Marine Stores, Perth	Thomas Morris	171 Charles Street, West Perth	58
256	Collie District Traders' Employees	H. E. Squance	Johnston Street, Collie	72
139	Coopers of Australia, W.A. Branch Federated ...	Philip Campbell	Trades Hall, Perth	26
271	Dairymen's Metropolitan Retail Industrial Union of Employers	W. H. Taylor	56 St. George's Terrace, Perth ...	*51
194	Divers, Marine and Tenders (Fremantle)	J. J. Cobb	Trades Hall, Fremantle	25
180	Dock, Rivers and Harbour Works (Coastal)	E. H. Gray	do. do.	*272
	Electric Power and Lighting Corporation (1906), Limited, The Kalgoorlie	*See* Kalgoorlie Electric Power and Lighting Corporation (1906), Ltd.		
	Electric Tramway Employees' Unions	*See* Tramway Employees' Unions.		
289	Electrical Suppliers and Contractors' Association of Western Australia, The Metropolitan (Union of Employers)	J. Paton	16 Surrey Chambers	37
1	Engine-drivers (Locomotive), Firemen, and Cleaners' Union, West Australian	J. J. Kenneally	10 Trades Hall, Perth	1,002
83	Engine-drivers, The Kalgoorlie Certificated ...	Edgar Henry Harris ...	11 Hanbury Street, Kalgoorlie ...	30
97	Engine-drivers and Firemen, The Metropolitan and South-Western Federated Union of Workers of Western Australia	J. Breydon	17 Trades Hall, Perth	460
128	Engine-drivers, The Bunbury and District Branch of the Metropolitan and South-Western Amalgamated Certificated Union of W.A.	J. Breydon	17 Trades Hall, Perth	288
205	Engine-drivers and Firemen's, Eastern Goldfields Federated Union of Western Australia	C. Daly	13 Piesse Street, Boulder ...	353
148	Engine-drivers and Firemen, The Collie Federated Union of Western Australia	E. E. MacIntyre	Friendly Societies' Hall, Collie ...	31
117	Engine-drivers and Firemen's, The Federated Association of Australasia, W.A. Branch Association	J. Breydon	17 Trades Hall, Perth	...
300	Engineering Union, Amalgamated, Bassendean Branch	H. Balinski	Roads Board Hall, Bassendean...	88
52	Engineers, Amalgamated Society of, Perth Branch	Fred Glossop	Trades Hall, Perth	356
233	Engineers, Amalgamated Society of, Perth No. 2 Branch	J. M. Fallon	do. do.	*395
23	Engineers, Amalgamated Society of, Fremantle Branch	R. Williams	Trades Hall, Fremantle	229
73	Engineers, Amalgamated Society of, Midland Junction Branch	G. H. Moore	Masonic Hall, Padbury Terrace, Midland Junction	116
272	Engineers, Amagalmated Society of, Collie Branch	George Hay	Crown Hotel, Collie	30
250	Engineers, Amalgamated Society of, Kalgoorlie Branch	J. A. Paterson	194 Piccadilly Street, Kalgoorlie	172
258	Engineers, Amalgamated Society of, Subiaco Branch	J. W. Shacklock	Parish Hall, Subiaco	205
297	Engineers, Amalgamated Society of, Maylands Branch	R. W. Pletts	St. Luke's Hall, Maylands ...	86
58	Engineers, Amalgamated Coastal District Committee Industrial Association	S. Faull	Trades Hall, Perth	...
79	Engineers, Australasian Society of, Coastal District, W.A.	W. S. Richards	Temperance Hall, Museum Street, Perth	143
248	Engineers, Australasian Society of, Fremantle ...	O. P. Cole	Trades Hall, Fremantle	253
244	Engineers, Australasian Society of, Collie River District	C. E. Pearce	Crown Hotel, Collie	33
306	Entrepreneurs' Association Industrial Union of Employers of Western Australia	Elsie M. Pittard	His Majesty's Theatre, King Street, Perth	6
305	Fibrous Plaster and Plaster Modellers and Cement Goods Manufacturers' Employees' Union	E. W. Walsh	Trades Hall, Perth	91
252	Fire Brigade Employees (Coastal Districts) of Western Australia	G. Ryce	25 Irwin Street, Perth	101
6	Firewood Supply, The West Australian Goldfields, Limited (Industrial Union of Employers)	A. F. Cleland	Porter Street, Kalgoorlie ...	...
51	Firewood Company, The Kalgoorlie and Boulder, Limited (Industrial Union of Employers)	E. H. Jolly	Maritana Street, Kalgoorlie ...	...
249	Firewood Merchants, The Perth and Suburban (Industrial Union of Employers)	D. Mead	306 Wellington Street, Perth ...	44
265	Food Manufacturers and Wholesale Mixing and Packing Establishments Employees, The Coastal	J. W. Burgess	Trades Hall, Fremantle	67

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
207	Fremantle Trading Company, Limited (Industrial Union of Employers)	W. G. Sutherland (Manager)	Owen's Anchorage, South Fremantle	...
164	Furniture Trades, The United, Union, Perth, W.A.	Walter Hodsdon	Trades Hall, Perth	498
172	Gas Works Union of Workers, The Metropolitan ...	A. Carter	Trades Hall, Perth	129
33	Great Fingall Consolidated, Limited, The (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	399 St. George's Terrace, Perth ...	...
62	Great Boulder Proprietary Gold Mines, Limited, The (Industrial Union of Employers)	R. Hamilton (Manager) ...	Boulder	...
69	Golden Horseshoe Estates Company, Limited, The (Industrial Union of Employers)	J. W. Sutherland (General Manager)	Lease 351E, Boulder	...
77	Great Boulder Perseverance Gold Mining Company, Limited, The (Industrial Union of Employers)	E. Williams (Manager) ...	Fimiston	...
115	Hairdressers and Wigmakers' Employees, The Metropolitan	D. Freedman	5 Wellington Buildings, Perth ...	65
168	Hospitals Employees' Union of Workers, The Metropolitan Mental	J. W. Burgess	Trades Hall, Fremantle	273
295	Hospital Employees, W.A. Coastal Branch ...	J. W. Burgess	Trades Hall, Fremantle	218
283	Hospital and Asylum Employees of W.A., Eastern Goldfields Branch, The	Ivy Pirani...	Trades Hall, Kalgoorlie	25
173	Hotel, Club, Caterers, Tea Room and Restaurant Employees, Perth, The	George Ryce	25 Irwin Street, Perth	1,450
279	Hotel, Club, Caterers, Tea Room and Restaurant Employees, W.A. Goldfields Branch	May Grace	139 Dugan Street (Kalgoorlie)...	53
157	Ironmasters' Industrial Union of Employers, The Metropolitan	F. B. Tory	48/49 A.M.P. Buildings, Perth ...	14
274	Jewellers', Watchmakers', and Allied Trades, The Metropolitan	J. C. Gerring	Trades Hall, Perth	39
255	Journalists' Industrial Union of Workers of Western Australia, The Metropolitan	J. A. K. Tonkin	Wharf Street, Queen's Park ...	93
231	Kalgoorlie Electric Power and Lighting Corporation (1906), Limited, The (Industrial Union of Employers)	W. R. P. Marmion (Attorney and General Manager)	Lease 3863E, Lane Street, Boulder	...
211	Lake View and Star, Limited (Industrial Union of Employers)	E. Vail (General Manager)	Box 99, Fimiston	...
189	Laundry Employees, Metropolitan	J. W. Clapham	Trades Hall, Perth	*27
143	Lime Operatives, The Fremantle and District ...	G. Seeley	Trades Hall, Fremantle	76
4	Lumpers' Union of Workers, Fremantle	F. Rowe	Trades Hall, Fremantle	*777
21	Lumpers' Union of Workers, Geraldton	G. E. Marsh	Fitzgerald Street, Geraldton ...	125
138	Lumpers' Union of Workers, Albany	S. W. Taylor	Cuthbert Street, Albany	*147
216	Mararoa Gold Mining Company, No-Liability (Industrial Union of Employers)	J. V. W. Mathers (Manager)	Cue	...
37	Meat Industry Employees' Union, Perth—West Australian Branch—Australasian	G. J. Keith	Trades Hall, Perth	*497
75	Menzies Consolidated Gold Mines, Limited (Industrial Union of Employers)	G. S. Skuthorp (Manager)	Yunndaga (Woolgar) *via* Menzies	...
...	Midland Railway Employees, West Australian—(See Railway Employees).			
269	Milk Producers, Perth and District (Industrial Union of Employers)	C. L. Bradley	Howe Street, Osborne Park ...	*33
99	Millers and Mill Employees of Western Australia, Amalgamated, Northam	C. H. Smith	Rex Chambers, Wellington Street, Perth	230
2	Miners, Collie River District	Hyrum Whiteaker ...	Robert Street, Collie	553
275	Miners, Coolgardie Federated, W.A. (Boulder Branch)	Lloyd Albert M. Pascoe ...	94 Palace Chambers, Maritana Street, Kalgoorlie	199
270	Mining Branch, Australian Workers' Union, Westralian Goldfields	G. McKennay	Workers' Hall, Boulder	*2,958
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Cue)	J. McCarthy	Cue	...
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Geraldton)	V. Johnson	Geraldton	...
54	Moulders (Metals), The Federated, Perth	F. W. G. Turner	Trades Hall, Perth	184
280	Moulders (Metals), W.A. District, Goldfields Branch	A. E. Hewitt	175 Forrest Street, Kalgoorlie ...	23
225	Municipal and Roads Board Employees' Coastal	G. C. Kerr	Trades Hall, Perth	533
107	Municipal and Roads Board Labourers, Eastern Goldfields	A. L. Taylor	Trades Hall, Kalgoorlie	57
141	Musicians' Industrial Union of Workers, Perth, W.A.	E. W. Walsh	Trades Hall, Perth	225
66	North Kalgurli Company, Limited, The (Industrial Union of Employers)	W. Walker	91 Egan Street, Kalgoorlie ...	...

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
68	Oroya Links, Limited (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	261 St. George's Terrace, Perth ...	...
25	Painters and Decorators, The Operative	W. E. Broderick	Trades Hall, Perth	263
257	Painters, Decorators and Signwriters' Association of Western Australia Industrial Union of Employers, Perth, The Master	W. Newey	City Temperance Hall, Museum Street, Perth	42
63	Paringa Mining and Exploration Company, Limited (Industrial Union of Employers)	Wm. Walker (Manager) ...	91 Egan Street, Kalgoorlie ...	...
129	Pastrycooks and Confectioners', The Coastal Operative, Perth	E. W. Walsh	Trades Hall, Perth	53
220	Pastrycooks (Master), The Metropolitan (Industrial Union of Employers)	A. Johnson	86 Guildford Road, Mt. Lawley	11
13	Plumbers and Sheet Metal Workers, The W.A. ...	P. J. Trainer	Trades Hall, Perth	210
15	Plumbers, Fremantle	do.	Trades Hall, Perth	62
24	Plumbers (Master), ThePerth and Districts (Industrial Union of Employers)	T. Nisbet	Royal Bank Chambers	40
310	Police Union of Workers, Western Australian ...	C. T. Nelson	Central Police Station, Perth ...	†
292	Printing Industry Employees' Union of Australia Industrial Union, Western Australian Branch of the	F. G. Saunders	Room 28, Trades Hall, Perth ...	*734
291	Printers (Master) and Allied Trades, Metropolitan (Industrial Union of Employers)	E. E. Jarvis	Queen's Chambers, William Street, Perth	*23
22	Railway Employees, West Australian Amalgamated Society of	C. Haynes	Trades Hall, Perth	4,183
131	Railway Employees, West Australian Midland Railway	James Brown	58 Helena Street, Midland Junction	157
242	Railway and Tramway Officers, The West Australian	T. Kenafick	11 Trades Hall, Perth	1,222
102	Saddlery and Leather Workers Trades Employees' Federation, Perth, Western Australian Branch	E. W. Walsh	Trades Hall, Perth	64
304	Salesmen's Industrial Union of Workers, The Perth Wholesale	J. J. Muller	755 Hay Street, Perth	*161
175	Shipwrights and Boatbuilders' Union of Workers, The Coastal	D. Hynes	Trades Hall, Fremantle	*34
159	Shop Assistants and Warehouse Employees, Perth	D. Freedman	5 Wellington Buildings, Wellington Street, Perth	2,366
167	Shop Assistants and Warehouse Employees, The Eastern Goldfields	F. Michell	Trades Hall, Kalgoorlie	148
268	Shop Assistants and Warehouse Employees, Geraldton Branch	A. T. Allen	Francis Street, Geraldton ...	32
286	Shop Assistants and Warehouse Employees, Albany Branch	James Joseph Murphy ...	Spencer Street, Albany	40
287	Shop Assistants and Warehouse Employees, Northam Branch	N. B. Furze	Forrest Street, Northam... ...	66
288	Shop Assistants and Warehouse Employees, Wagin Branch	G. B. Todd	Albion Street, Katanning ...	*21
290	Shop Assistants and Warehouse Employees, Katanning Branch	G. B. Todd	Albion Street, Katanning ...	*38
309	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Busselton Branch—The	James Carson	Queen Street, Busselton ...	19
259	Shop Assistants and Warehouse Employees, Bunbury Branch	F. J. Jarvis	William Street, South Bunbury ...	*62
296	Shop Assistants and Warehouse Employees, Narrogin Branch	James Thornton	Fathom Street, Narrogin ...	22
214	Sons of Gwalia, Limited, The (Industrial Union of Employers)	E. J. Wellsted	Emanuel Buildings, St. George's Terrace, Perth	...
299	South Kalgurli Consolidated, Ltd. (Industrial Union of Employers)	F. G. Brinsden (General Manager)	Lease 120SE, Fimiston	...
74	Steamship Owners' Association Industrial Union of Employers (Fremantle), The Western Australian Branch of the Commonwealth	F. Hardouin	Steamship Buildings, Mouatt St., Fremantle	6
202	Superphosphate and Chemical Works, Metropolitan	W. D. Johnson	Trades Hall, Perth	*133
7	Tailors' and Tailoresses' Society, Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	17
100	Tailors' (Master), The Coastal District (Industrial Union of Employers)	F. W. Withers	17 Commercial Union Chambers, St. George's Terrace, Perth	37
124	Tally Clerks' Union of Workers, The Fremantle ...	Herbert Turner	Trades Hall, Fremantle	106
145	Tally Clerks' Union of Workers, The Bunbury ...	H. E. Forster	39 Wellington Street, Bunbury ...	23
125	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning. Leather Dressing and Allied Workers Trades Employees' Federation, W.A. Branch Industrial Union of Workers	G. H. Brooks	Trades Hall, Perth	69

* Latest figures available. † Registered, 12th April, 1926.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
70	Timber Corporation, Limited, The (Industrial Union of Employers)	J. Nicholson (Attorney) ...	Surrey Chambers, St. George's Terrace, Perth	...
84	Timber Union of Workers (Coastal District) of Western Australia, Amalgamated	W. Mackenzie	Holman House, Stirling Street, Perth	†6,579
85	Timber Union of Workers of Western Australia, Worsley Mill Branch	T. H. Drew	Secretary's Residence, Worsley Mill	†
86	Timber Union of Workers of Western Australia, Jarrahdale Branch	A. J. Lockyer	No. 6 Mill, Jarrahdale	†
87	Timber Union of Workers of Western Australia, Hoffman Branch	W. Stephens	Hoffman Mill	†
89	Timber Union of Workers of Western Australia, Wellington Branch	F. Spencer	Wellington Mills, *via* Dardanup ...	†
90	Timber Union of Workers of Western Australia, Mornington Branch	J. Newman	Mornington Mills	†
91	Timber Union of Workers of Western Australia, Worsley Landing Branch	W. H. Nicholls	Worsley Landing	†
93	Timber Union of Workers of Western Australia, Mornington Landing Branch	G. Bennett	Mornington Landing	†
94	Timber Union of Workers of Western Australia, Greenbushes Branch	G. Hitchins	Timber Corporation Mill, Greenbushes	†
29	Timber Yards, Saw Mills, and Woodworkers' Employees' Union of Workers, United Metropolitan	G. C. Kerr	Trades Hall, Perth	367
181	Traders, Eastern Goldfields (Industrial Union of Employers)	B. Leslie	139 Hannan Street, Kalgoorlie ...	24
46	Trades Hall Industrial Association of Workers, Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
96	Tramways Employees' Union, Perth Electric ...	Richard Harry Nash ...	26 Trades Hall, Perth	446
185	Tramways Employees' Union, Kalgoorlie Electric	W. S. Rosewall	155 Boulder Road, Kalgoorlie ...	25
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	E. W. Walsh	Trades Hall, Perth	*37
203	Undertakers' Assistants and Cemetery Employees—The Perth, Fremantle, and Midland Junction	A. W. Richardson ...	Trades Hall, Perth	32
278	Vineyard and Orchard Employees, South-Western Districts	S. Wilson	8 McDonald's Buildings cor. Murray and Barrack Streets, Perth	†21
235	Water, Sewerage, and Drainage Employees, Coastal and E. G., Government	G. C. Kerr	Trades Hall, Perth	977
18	Waterside Workers' Federation, Bunbury Branch, The	R. W. Guppy	Union Rooms, Bunbury ...	263
12	West Australian Newspaper Company, Limited (Industrial Union of Employers)	H. Greig	St. George's Terrace, Perth ...	...
150	Wharf Labourers' Union of Workers, The Busselton	J. H. Atkinson	Union Rooms, Busselton ...	*89
183	Wine and Spirit Warehouse Employees, W.A., The Metropolitan	P. M. Bungert	Trades Hall, Perth	48
267	Wool Scouring and Fellmongery Employees, The Fremantle	D. Freedman	5 Wellington Buildings, Perth ...	15
212	Youanmi Gold Mines, Limited (Industrial Union of Employers)	S. Fleming (Attorney) ...	Youanmi	...
			Membership—	
			Workers' Unions	42,002
			Employers' Unions	770
				42,772
			Membership of Trade Unions not registered under Industrial Arbitration Act	*271
			Total	43,043

* Latest figures available. † Union pending cancellation.

SUNDRY REGISTRATIONS IN CONNECTION WITH TRADE UNIONS DURING QUARTER ENDING 30th JUNE, 1926.

The following applications, in pursuance of "The Trade Unions Act, 1902," to the Registrar of Trade Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter.:—

Reg. No.	Union.	Name.	Date of Registration.
	REGISTRATION OF TREASURER.		
48	Breweries Employees' Union of Workers—Coastal ...	James Davin	11-5-26
	REGISTRATION OF TRUSTEES.		
21	Plasterers—Western Australian Society of Operative	Robert John McAdam	14-5-26
7	Tailors and Tailoresses' Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	Richard Thomas	12-6-26

TRADE UNIONS AND ASSOCIATIONS REGISTERED AT OFFICE OF REGISTRAR OF TRADE UNIONS, COURT OF ARBITRATION.

Trade Unions and Associations, with names of Secretaries and Registered Offices, and number of members from last returns furnished. Failure to forward returns, provided by Section 29 of "The Trade Unions Act, 1902," renders the Union and every officer liable to a penalty of £5.

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
6	Bakers' Union of Workers—Eastern Goldfields Operative	Wm. McL. Baird ...	Trades Hall, Kalgoorlie	19
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson	Trades Hall, Perth	322
9	Boot Trade of Western Australia Union of Workers, Perth—The	James A. Lake	Trades Hall, Perth	332
44	Bread Carters' Industrial Union of Workers—Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	25
48	Breweries Employees' Union of Workers—Coastal...	Geo. C. Kerr	Trades Hall, Perth	236
20	Breweries Employees' Union of Workers (A.W.A.)—Eastern Goldfields	Ernest J. Treby	A.W.A. Hall, Kalgoorlie ...	43
49	Brickyard, Pottery and Porcelain Works Employees' Union of Workers, Perth—Westralian	A. W. Richardson ...	Trades Hall, Perth	327
71	Butchers' Industrial Union of Employers—The Coastal Master	Wm. A. Carcary	20/24 Perpetual Trustee Buildings, St. George's Terrace, Perth	41
8	Butchers' Union of Workers, Perth—West Australian Amalgamated	Geo. J. Keith	Trades Hall, Perth	497
17	Carpenters and Joiners' Industrial Union of Workers—Kalgoorlie, Amalgamated Society of	Henry Bosustow	Trades Hall, Kalgoorlie	72
5	Carpenters and Joiners' Industrial Union of Workers—Perth, No. 798, Amalgamated Society of	E. Ketterer	Trades Hall, Perth	558
73	Carters and Drivers' Industrial Union of Workers (Perth)—West Australian	O. E. Nilsson	Trades Hall, Perth	271
62	Divers and Tenders' Union of Workers—Fremantle Marine	J. J. Cobb	Trades Hall, Fremantle	19
56	Dock, Rivers and Harbour Works' Union of Workers—Coastal	Chas. M. Sullivan... ...	Trades Hall, Fremantle	322
59	Engine Drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers—The Federated	James Breydon	17 Trades Hall, Perth	...

TRADE UNIONS AND ASSOCIATIONS—*continued.*

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
41	Engine Drivers' Union of Workers of Western Australia—Metropolitan and South-Western Amalgamated Certificated	James Breydon	17 Trades Hall, Perth	490
1	Engine Drivers, Firemen's and Cleaners' Union of Workers—West Australian Locomotive	J. J. Kenneally	Trades Hall, Perth	945
55	Engineers' Industrial Union of Workers, Perth Branch—Amalgamated Society of	Fred Glossop	Trades Hall, Perth	311
25	Engineers' Industrial Union of Workers—Fremantle Branch, Amalgamated Society of	Robert Williams	Trades Hall, Fremantle	190
26	Engineers' Industrial Union of Workers, Midland Junction Branch—Amalgamated Society of	George Harry Moore ...	Scanlon's Loco. Coffee Palace, Midland Junction	105
76	Hospital and Asylum Employees' Industrial Union of Workers of W.A., Eastern Goldfields Branch—The	John Pirani	Trades Hall, Kalgoorlie	28
74	Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, W.A., Goldfields Branch—The	Frank Michell	Trades Hall, Kalgoorlie	68
4	Lumpers' Union of Workers—Bunbury	R. W. Guppy	Lumpers' Rooms, Bunbury ...	247
39	Millers and Mill Employees' Union of Workers of Western Australia, Northam—Amalgamated	C. H. Smith	Trades Hall, Perth	202
10	Miners' Union of Workers—Collie River District ...	H. Whiteaker	Municipal Chambers, Collie ...	550
21	Plasterers—Western Australian Society of Operative	E. W. Walsh	Trades Hall, Perth	170
27	Plumbers' Industrial Union of Workers—Perth ...	P. J. Trainer	Trades Hall, Perth	183
19	Plumbers' Industrial Union of Workers—Fremantle	P. J. Trainer	Trades Hall, Perth	58
78	Printing Industry Employees, Union of Australia, Industrial Union of Workers, Perth—Western Australian Branch of the	F. G. Saunders	28 Trades Hall, Perth	754
75	Prospectors and Tributers' Association—Eastern Goldfields	C. G. Elliott	Grand Hotel, Hannan Street, Kalgoorlie	*101
45	Railway Employees' Union of Workers—West Australian, Midland	James Brown	58 Helena Street, Midland Junction	168
2	Railway Employees' Union of Workers—West Australian Amalgamated Society of	Charles Haynes	Trades Hall, Perth	3,798
79	Railway Officers' Union—West Australian ...	Thomas Kenafick ...	11 Trades Hall, Perth	1,143
51	Shop Assistants and Warehouse Employees' Industrial Union of Workers—The Eastern Goldfields	Frank Michell	Trades Hall, Kalgoorlie	181
47	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning, Leather Dressing and Allied Workers' Trades Employees Federation (W.A. Branch), Industrial Union of Workers, Perth	Geo. H. Brooks	Trades Hall, Perth	8
7	Tailors and Tailoresses Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	24
29	Timber Union of Workers (Coastal District) of Western Australia—Amalgamated	W. Mackenzie	"Holman House," Stirling Street, Perth	*6,579
31	Timber Union of Workers (Coastal District) of Western Australia, Worsley Mill Branch—Amalgamated	H. Sutton	Secretary's Residence, Worsley Mill	†
32	Timber Union of Workers (Coastal District) of Western Australia, Jarrahdale Branch—Amalgamated	J. Brosnan	Secretary's Residence, No. 6 Mill, Jarrahdale	†
33	Timber Union of Workers (Coastal District) of Western Australia, Hoffman Branch—Amalgamated	W. Pierce	Secretary's Residence, Hoffman Mill	†
34	Timber Union of Workers (Coastal District) of Western Australia, Waterous Branch—Amalgamated	W. C. Angus	Secretary's Residence, Waterous Mill	†
35	Timber Union of Workers (Coastal District) of Western Australia, Wellington Branch—Amalgamated	W. J. Brennan	Wellington Mills	†
36	Timber Union of Workers (Coastal District) of Western Australia, Mornington Branch—Amalgamated	J. Newman	Mornington Mills	†
37	Timber Union of Workers (Coastal District) of Western Australia, Worsley Landing Branch—Amalgamated	A. Duncan	Secretary's residence, Worsley Landing	†
38	Timber Union of Workers (Coastal District) of Western Australia, Greenbushes Branch—Amalgamated	A. Cook	Secretary's Residence, Timber Corporation Mills, Greenbushes	†
18	Timber Yards, Sawmills and Woodworkers Employees' Union of Workers—United Metropolitan	Geo. C. Kerr	Trades Hall, Perth	444
3	Trades Hall Industrial Association of Workers—Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
43	Tramways Employees' Union of Workers—Perth Electric	R. H. Nash	Trades Hall, Perth	504
			Total Membership ...	20,413

* Latest figures available. † Members included in Timber Union of Workers (Coastal District).

Awards in force 30th June, 1926.

The following table contains a list of industries and callings in respect of which Awards were extant as at 30th June, 1926, showing the area governed by each Award, the date during which it operates, registered number of Award, date of delivery, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 91, Subsection 1, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an Industrial Award it shall, subject to any variation ordered by the Court, continue in force until a new Award has been made."

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Barmaids and Barmen, etc.	Throughout the East Coolgardie Goldfields	30 Nov., 1922, to 29 Nov., 1923	16/1922	30-11-22	Vol. II., No. 4, p. 160.
Boilermakers' and Structural Iron and Steel Workers (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	7/1921	8-5-21	Vol. II., No. 1, p. 21.
Boilermakers ...	S.W. Land Division	3 June, 1924, to 2 June, 1927	40/1922	3/6/24	Vol. IV., No. 2, p. 50.
Bootmaking and Repairing—Bespoke	Radius of 15 miles from G.P.O., Perth	13 Oct., 1922, to 12 Oct., 1925	10/1921	13-10-22	Vol. II., No. 4, p. 157
Butchers	Radius of 30 miles from G.P.O., Perth	18 Nov., 1924, to 17 Nov., 1927	14/1922	17-11-24	Vol. IV., No. 4, p. 156.
Butchers	Radius of 10 miles from G.P.O., Kalgoorlie	13 Dec., 1922, to 12 Dec., 1925	17/1922	13-12-22	Vol. II., No. 4, p. 162.
Carpenters and Joiners (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; North-West; Trading Concerns); Fremantle Harbour Trust	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled by or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany, and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	34/1922	26-9-23	Vol. III., No. 3, p. 123.
Carpenters and Joiners (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	2/1924	8-9-24	Vol. IV., No. 3 p. 112.
Catering	Radius of 6 miles from P.O., Kalgoorlie	27 Dec., 1920, to 26 Dec., 1923	10a/1920	23-12-20	Vol. 1., No 1 p. 8.
Cemetery Employees	Radius of 8 miles from Town Hall, Fremantle	3 June, 1924, to 2 June, 1927	17/1921	3-6-24	Vol. IV., No 2, p. 56.
Chaffcutting and/or Carting	South-West Land Division of West Australia	23 Nov., 1925, to 22 Nov., 1928	3/1925	23-11-25	Vol. V., No. 4, p. 290.
Cleaners, Caretakers, and Lift Attendants	Radius of 14 miles from G.P.O., Perth	11 Oct., 1921, to 10 Oct., 1922	14/1920	11-10-21	Vol. I., No. 2, p. 14.
Club Employees ...	Radius of 20 miles, from G.P.O., Perth	6 March, 1926, to 5 March, 1929	12/1920	26-2-26	Vol. VI, No. 1, p. 9.
Dock, River and Harbour Works Employees (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Over the Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	26 Sept., 1923, to 25 Sept., 1926	26/1922	26-9-23	Vol. III., No. 3, p. 109.
Engineering (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	4 & 6/1921	8-5-22	Vol. II., No. 1, p. 13.
Engineering	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928. (W.A. Airways, Ltd., exempt from "Hours" Clause)	10/1923	31-7-25	Vol. V., No. 3, p. 166.

Awards in Force 30th June, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Engineering (Government, *viz.*, Works, Water Supply, Sewerage & Drainage, Colonial Secretary, and North-West)	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by Minister for Water Supply, etc., or situated within Government Reserve 14073, Wooroloo. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Pt. Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	22 & 31/22	26–9–23	Vol. III., No. 3 p. 111.
Do.	do. do. do.	Amendment of Nos. 22/31 of 22) 22 April, 1926, to 25 Sept., 1926	22 & 31/22	22–4–26	Vol. VI., No. 2, p. 108.
Engineering (Government, *viz.*, Water Supply, Sewerage and Drainage)	Within 100 yards of the Goldfields Water Supply main, controlled by the Minister for Water Supply, etc.	26 Sept., 1923, to 25 Sept., 1926	23 & 30/22	26–9–23	Vol. III., No. 3, p. 114.
		(Amendment of Nos. 30/22, 22 April, 1926, to 25 Sept., 1926	23 & 30/22	24–4–26	Vol. VI., No. 2, p. 113.
Engineering (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	8/1923	8–9–24	Vol IV., No. 3, p. 109.
Engine Driving (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; Agriculture, and Colonial Secretary)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	29 & 38/22	26–9–23	Vol. III., No. 3, p. 119.
		(Amendment of Nos. 29 and 38/22) 22 April, 1926, to 25 Sept., 1926	29 & 38/22	22–4–26	Vol. VI., No. 2, p. 106.
Engine Driving (Kurrawang)	Ten chains on either side of W.A. Goldfields Firewood Supply Railway Line	4 Oct., 1925, to 3 Oct., 1928	1/1925	2–10–25	Vol. V., No. 4, p 286.
Furniture Trades ...	Radius of 20 miles from G.P.O., Perth	25 June, 1923, to 24 June, 1926	12/1921	25–6–23	Vol. III., No. 2, p. 63.
Do. (Amendment)	do. do. do.	17 Sept., 1914, to 24 June, 1926	...	17–9–24	Vol. IV., No. 3, p. 115.
Do. (Amendment)	do. do. do.	8 Dec., 1925, to 24 June, 1926	...	5–12–25	Vol. V., No. 4 p. 294.
Hairdressers ...	Radius of 15 miles from G.P.O., Perth	3 June, 1924, to 2 June, 1927	6/1923	3–6–24	Vol. IV., No. 2, p. 53.
Laundry Employees	Radius of 14 miles from G.P.O., Perth	1 April, 1924, to 31 March, 1927	5/1923	1–4–24	Vol. IV., No. 1, p. 1.
Masters of Boats ...	Swan River between Fremantle and Perth, and within Fremantle Harbour (both inside and out) as defined by Fremantle Harbour Trust Act, 1902	23 Dec., 1915, to 22 Dec., 1918	6 & 7/1915	22–12–15	Vol. XIV., p.33* (*see* footnote).
Mining, Gold (Meekatharra and Youanmi Branch, A.W.U., and Chamber of Mines of W.A. (Incorporated)	Radius of 20 miles of P.O., Cue	1 June, 1920, to 31 May, 1923	...	6–9–20	Vol. XIV., p. 224* (*see* footnote)
Mining, Coal (Collie River District)	Whole of Collie Coalfields ...	10 Oct., 1916, to 9 Oct., 1919	5/1916	10–10–16	Vol. XIV., p. 90* (*see* footnote).
Moulders (Metals), (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	5/1921	8–5–22	Vol. II., No. 1, p. 17.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Moulders	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928	3/1924	31-7-25	Vol. V., No. 3, p. 177.
Moulders (Government, *viz.*, Works and Trading Concerns)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	39/1922	26-9-23	Vol. III., No. 3, p. 128.
Moulders (Mining) ...	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	4/1922	15-6-22	Vol. II., No. 2. pp. 9, 55.
Painters and Paperhangers	Radius of 20 miles from G.P.O., Perth	5 Aug., 1924, to 4 Aug., 1927	4/1924	5-8-24	Vol. IV., No 3, p. 102.
Painters and Paperhangers (Government, *viz.*, Works; Water Supply, Sewerage and Drainage, and North-West)	(1) Radius of 12 miles from G.P.O., Perth, and area within Government Reserve 14073, Wooroloo. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham.	26 Sept., 1923, to 25 Sept., 1926	24 & 35/22	26-9-23	Vol. III., No. 3, p. 115.
Do.	do. do. do.	(Amendment of Nos. 24 and 35/22) 22 April, 1926, to 25 Sept., 1926)	24 & 35/22	22-4-26	Vol. VI., No. 2, p. 110.
Plumbers (Government, *viz.*, Works; Water Supply, Sewerage, and Drainage; Trading Concerns; Colonial Secretary; Steamships, and North-West)	(1) Radius of 12 miles from G.P.O., Perth (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby, and Wyndham	26 Sept., 1923, to 25 Sept., 1926	33/1922	26-9-23	Vol. III., No. 3, p. 120.
Do.	do. do. do.	(Amendment of No. 33/22) 27 May, 1926, to 25 Sept., 1926	33/1922	27-5-26	Vol. VI., No. 2, p. 113.
Plumbers (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	3/1922	15-6-23	Vol. II., No. 2, pp. 9, 53
Printing	Radius of 12 miles from G.P.O., Perth	7 Oct., 1924, to 6 Oct., 1927	18 and 19/1922	7-10-24	Vol. IV., No. 4, p. 150.
Amendment ...	do. do. do.	16 Dec., 1925, to 6 Oct., 1927	...	16-12-25	Vol. V., No. 4, p. 294.
Railway Employees	Area controlled by the Commissioner of Railways	8 May, 1922, to 7 May, 1925	8/1921	8-5-22	Vol. II., No. 1, p. 4.
Shipwrights and Boatbuilders (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Radius of 24 miles from Town Hall, Fremantle	26 Sept., 1923, to 25 Sept., 1926	36/1922	26-9-23	Vol. III., No. 3, p. 125.

Awards in Force 30th June, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Shop Assistants and Warehouse Employees (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	3 April, 1924, to 24 March, 1925	2/1923	3-4-24	Vol. IV., No. 1, p. 2.
Tailoring	Radius of 15 miles from G.P.O., Northam	13 Oct., 1922, to 12 April, 1923	1/1921	13-10-22	Vol. II., No. 4, p. 152.
Tramways	Perth Tramway System ...	9 May, 1917, to 8 May, 1920	1/1917	9-5-17	Vol. XIV., p. 103* (*see* footnote)
Vineyard and Orchard Employees	S.W. Land Division	15 Nov., 1921, to 14 Nov., 1924	9/1921	15-11-21	Vol. I., No. 2, p. 21.
ater Supply, Sewer-Wage and Drainage Employees (Government)	Radius of 12 miles from G.P.O., Perth ; area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc., and Government Reserve 14073, Wooroloo	26 Sept., 1923, to 25 Sept., 1926	25, 27 and 28/1922	26-9-23	Vol. III., No. 3, p. 105
Do. (Amendment)	do. do. do.	18 Dec., 1925, to 25 Sept., 1926	...	18-12-25	Vol. V., No. 4, p. 295.

* " Reports of Proceedings before the Court of Arbitration."

INDUSTRIAL AGREEMENTS IN FORCE 30th JUNE, 1926.

The following table contains a list of industries and callings in respect of which Industrial Agreements were extant as at 30th June, 1926, showing the area governed by each Agreement, the date during which it operates, number of Agreement, date of filing, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 35, Subsection 5, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an industrial agreement it shall, subject to any award of the Court, continue in force in respect of all parties thereto, except those who retire therefrom."

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Aerated Water and Cordial Making	Radius of 14 miles from G.P.O., Perth	6 Sept., 1925, to 5 Sept., 1928 ...	49/1925	25-9-25	Vol. V., No 3, p. 238.
A.W.U. (Pastoral and Agricultural)	North Wharf, Fremantle	5 Jan., 1926, to 4 Jan., 1928 ...	2/1926	6-1-26	Vol. VI., No. 1, p. 31.
Bag, Sack, and Textile Employees	Radius of 15 miles from G.P.O., Perth	27 July, 1925, to 26 July, 1928...	48/1925	18-9-25	Vol. V., No. 3, p. 237.
Bakers (Metropolitan)	Radius of 25 miles from G.P.O. ...	7 Feb., 1924, to 6 Feb., 1927 ...	9/1924	15-3-24	Vol. IV., No. 1, p. 22.
Baking (Eastern Goldfields) ...	Radius of 25 miles from G.P.O., Kalgoorlie	27 Nov., 1920, to 26 Nov., 1921	59/1920	29-11-20	Vol. I., No. 1, p. 12.
Bank Officials	State of Western Australia	1 Sept., 1924, to 1 Feb., 1926 ...	15/1925	4-3-25	Vol., V., No. 1, p. 47
Barmaids and Barmen ...	Premises of Fremantle Workers' Social and Leisure Club not outside radius of 14 miles from G.P.O., Perth	13 Oct., 1924, to 12 Oct.,1927 ...	29/1924	11-11-24	Vol. IV., No. 4, p. 198.
Do.	Collie Licensing District	16 Mar., 1925, to 15 Mar., 1928 ...	19/1925	18-3-25	Vol. V., No 1. p. 54.
Do. (Metropolitan) ...	Radius of 20 miles from G.P.O., Perth	15 Dec., 1924, to 14 Dec., 1927 ...	37/1924	24-12-24	Vol. IV., No. 4, p. 211.
Blacksmithing (*See* Engineering).					
Bootmaking (Bespoke) ...	Radius of 15 miles from G.P.O., Perth	5 May, 1926, to 4 May, 1929 ...	16/1926	24-5-26	Vol. VI., No. 2, p. 172.
Bootmaking	Radius of 14 miles from G.P.O., Perth	23 July, 1924, to 22 July, 1925 ...	20/1924	1-8-24	Vol. IV., No. 3, p. 118
Do.	do. do. do.	22 May, 1926*	18/1926	26-5-26	Vol. VI., No. 2, p. 178.
Bread Carting	Radius of 10 miles from P.O., Kalgoorlie	16 Oct., 1920, to 15 Oct.. 1921...	64/1920	15-12-20	Vol. I., No. 1, p. 14.
Do.	Radius of 20 miles from G.P.O., Perth	28 Mar., 1925. to 1 Jan., 1928	24/1925	15-4-25	Vol. V., No. 2, p. 104.
Brewing	Perth and Fremantle Districts ...	20 Nov., 1924, to 20 Nov., 1925 ...	16/1925	9-3-25	Vol IV.,No. 1. p. 24.
Do	Eastern Goldfields District	24 Dec., 1920, to 24 Dec., 1921 ...	8/1921	28-2-21	Vol. I., No. 1, p. 44.
Do.	Kalgoorlie Brewing and Ice Co. ...	24 Dec.,1924, to 24 Dec., 1926 ...	11/1925	18-2-25	Vol. V., No. 1 p. 37
Brickyard Employees	Radius of 80 miles from G.P.O., Perth	2 Oct., 1925, to 1 Oct., 1928 ...	58/1925	24-10-25	Vol. V., No. 4, p. 335.
Butchering (*See* Meat Industry Employees).					
Butchering, Wholesale (*See* Slaughtering).					
Carpentry and Joinery ...	Radius of 14 miles from P.O., Collie	16 Aug., 1920, to 15 Feb., 1921 ...	49/1920	28-9-20	Vol. XIV., p. 691. *See footnote.
Do. do. ...	Radius of 14 miles of G.P.O., Perth ...	13 Nov., 1923, to 12 Nov., 1926 ... (Varied by Court on 15th December, 1925)	15/1923	16-11-23	Vol. III., No. 4, p. 175.
Do. do.	do. do. do.	17 Dec., 1925, to 13 Nov., 1925 (Amendment of 15/1923)	1/1926	6-1-26	Vol. VI., No. 1. p. 29.
Car and Wagon Building (*See* Railway Employees, Government).					
Carters and Drivers' Union ...	Radius of 20 miles from G.P.O., Perth	21 April, 1925, to 1 Jan., 1928	27/1925	9-5-25	Vol. V., No. 2, p. 109.
Cardboard Box and Carton making Industry	Radius of 14 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926...	35/1924	4-12-24	Vol. IV., No. 4, p. 208.
Case and Box-making ...	Radius of 14 miles from G.P.O., Perth	11 Nov., 1924, to 10 Nov., 1927	36/1924	4-12-24	Vol. IV., No. 4, p. 210.
Catering (Hotel, Restaurant, Coffee Palace and Tea Room)	Radius of 20 miles from G.P.O., Perth	2 June, 1925, to 1 June, 1928	31/1925	16-6-25	Vol. V., No. 2, p. 119.
Do. do.	Radius of 15 miles from P.O., Bunbury	15 Feb., 1924, to 11 July, 1925	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. do. ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/24	1-10-24	Vol. IV., No. 4, p. 188.
Do. do. ...	Radius of 20 miles from Merredin ...	29 May, 1926, to 29 May, 1929	17/26	24-5-26	Vol. VI., No. 2, p. 175.
Clerical (Wholesale Warehouses, Fremantle)	Radius of 5 miles from P.O., Fremantle	1 Nov., 1924, to 31 Oct., 1927 ...	32/24	17-11-24	Vol. IV., No. 4, p. 201.
Clerical (Wharf)	Premises controlled by Fremantle Harbour Trust Commissioners laid down in Act of 1902	1 July, 1924, to 30 June, 1927 ...	27/1924	13-10-24	Vol. IV., No. 4, p. 194.
Clerical (wholesale warehouses)	Radius of 14 miles from G.P.O., Perth, excluding area covered by agreement No. 32/24	5 Jan., 1925, to 31 Oct., 1927 ...	2/1925	15-1-25	Vol. V., No. 1, p. 19.
Clerical (retail establishments)	Radius of 14 miles from G.P.O., Perth	24 Jan., 1925, to 23 Jan., 1928 ...	7/1925	6-2-25	Vol. 5 No. 1, p. 29.
Clothing Trades (Millinery) ...	Radius of 25 miles from G.P.O., Perth	26 Sept., 1925, to 25 Sept., 1928	50/1925	30-9-25	Vol. V., No. 3, p. 240.
Do. (Dressmaking)	do. do. ...	do. do. ...	51/1925	30-9-25	Vol. V., No. 3, p. 242.
Do. (Miscellaneous)	do. do. ...	do. do. ...	52/1925	30-9-25	Vol. V., No. 3, p 245.
Do. (Ready-made)	do. do. ...	do. do. ...	53/1925	30-9-25	Vol. V., No. 3, p. 248.

* Concurrent with Agreement No. 20/1924.

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Coachbuilders and Farriers ...	Over the whole of the State	23 March, 1925, to 22 March, 1926	23/1925	8-4-25	Vol. V., No. 2, p. 101.
Collie Traders Employees (*See* Shop Assistants).					
Coopers, Wyndham Meat Works (*See* Meat Industry Employees).					
Drivers, Motor Car (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926	26/1925	18-4-25	Vol. V, No. 2, p. 109.
Drivers—Motor (Passenger) ...	South-West Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Dock, Rivers and Harbour Works Employees (Government)	Over the Coastline from 20 miles north of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	27 Sept., 1924, to 26 Sept., 1925 ...	24/1924	29-9-24	Vol. IV., No. 3, p. 123.
Do. (casual)	State of Western Australia	12 Jan., 1925, to 31 Jan., 1926 ...	9/1925	10-2-25	Vol. V., No. 1, p. 35.
Dyeing and Oleaning ...	Radius of 14 miles from G.P.O., Perth	5 Aug., 1920, to 4 Aug., 1921 ...	55/1920	20-10-20	Vol. I., No. 1, p. 14.
Engineering	Collie Collieries	4 Mar., 1926, to 3 Mar., 1929 ...	10/1926	15-3-26	Vol. VI., No. 1, p. 51.
Do.	Government Generating Station, East Perth	15 Sept., 1923, to 7 May, 1925 ...	10/1923	19-9-23	Vol. III., No. 3, p. 184.
Do.	State Implement Works	21 May, 1926, to 26 Sept., 1926 ...	19/1926	3-6-26	Vol. VI., No. 2 p. 178.
Engineering (Sawmills) ...	S.W. Land Division, excluding radius of 14 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	64/1925	28-11-25	Vol. V., No. 4, p. 344.
Do.	do. do. do.	30 Jan., 1926, to 20 Nov., 1928 ...	8/1926	1-3-26	Vol. VI., No. 1, p. 49.
Engineering (H. V. McKay) ...	Radius of 14 miles from G.P.O., Perth	28 Aug., 1920, to 27 Aug., 1921 ...	48/1920	17-9-20	Vol. XIV., p. 689* (*see* footnote)
Engineering (Fremantle Tramways)	Over all the Board's lines	20 Aug., 1923, to 31 Mar., 1925	16/1923	26-11-23	Vol. III., No. 4, p. 179.
Engineering (Horsfield and Brackelmann and Municipality of Boulder)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	2 Oct., 1924, to 8 Sept., 1927 ...	30/1924	12-11-24	Vol. IV., No. 4, p. 198.
Engineering (Midland Railway)	Area controlled by Midland Railway Co., of W.A.	14 Sept., 1922, to 14 Sept., 1925	13/1923	30-10-23	Vol. III., No. 4, p. 173.
Engineering, Wyndham Meat Works (*See* Meat Industry Employees).					
Engine-drivers and Firemen (Brewery)	Perth and Fremantle District ...	20 Nov., 1924, to 19 Nov., 1925 ...	6/1925	9-3-25	Vol. V., No. 1, p. 50.
Engine-drivers and Firemen (Brewery)	Kalgoorlie Brewery and Ice Co.	1 Jan., 1925, to 31 Dec., 1926 ...	10/1925	16-2-25	Vol. V., No. 1, p. 37.
Engine-drivers and Firemen (Brewery)	Boulder	24 Dec., 1920, to 23 Dec., 1921 ...	9/1921	7-3-21	Vol. I., No. 1, p. 46.
Engine-drivers and Firemen (Railway Loco.)	Over the whole of the State	1 Jan., 1924 to 31 Dec., 1925 ...	2/1924	2-1-24	Vol. IV., No. 1, p. 3.
Engine-drivers and Firemen (Railways)	Government Generating Station at East Perth	1 March, 1923, to 28 Feb., 1925 ...	2/1923	7-3-23	Vol. III., No. 1, p. 24.
Engine-drivers and Firemen (Ice Works)	Over Premises of Western Ice Co. (1919), Limited, Perth and Fremantle	20 Sept., 1922, to 31 Dec., 1923 ...	7/1922	29-9-22	Vol. II., No. 3, p. 127.
Engine-drivers and Firemen (Coal Mining)	Collie Collieries	10 Feb., 1926, to 9 Feb., 1929 ...	7/1926	16-2-26	Vol. VI., No. 1, p. 48.
Engine-drivers and Firemen (Tin Mining)	Greenbushes Tinfields	5 July, 1919, to 4 July, 1922 ...	20/1919	26-8-19	Vol. XIV., p. 267*
Do. do. ...	do.	5 July, 1920, to 4 July, 1922 (Supplementary to 20/1919)	40/1920	19-8-20	Vol. XIV., p. 488*
Engine-drivers and Firemen ...	S.W. Industrial District	1 May, 1919, to 30 April, 1922	13/1919	14-7-19	Vol. XIV., p. 462*
Engine-drivers and Firemen (Foggitt, Jones, & Co., Ltd.)	do.	26 July, 1920, to 13 July, 1922 (Variation of Agreement 13/1919)	39/1920	3-8-20	Vol. XIV., p. 660*
Do do. ...	do.	1 May, 1920, to 30 April, 1922 (Variation of Agreement 13/1919)	45/1920	10-9-20	Vol. XIV., p. 678*
Engine-drivers, Firemen, etc...	Over whole of State	1 Mar., 1926, to 28 Feb., 1929 ...	9/1926	1-3-26	Vol. VI., No. 1, p. 50.
Engine-drivers and Firemen ...	Boulder Municipality	1 May, 1919, to 30 April, 1922	12/1919	11-7-19	Vol. XIV., p. 460*
Engine-drivers and Firemen (Gold Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, E. Coolgardie, N. Coolgardie N.E. Coolgardie, Mt. Margaret, and E. Murchison Goldfields	16 April, 1925, to 16 April, 1926	46 & 47/1925	1-9-25	Vol. V., No. 3, p. 230 and 233.
Engine-drivers and Firemen (Wyndham Meat Works), *See* Meat Industry Employees.					
Fibrous Plaster, Modellers and Cement Goods	Radius of 25 miles from G.P.O., Perth	20 Oct., 1925, to 19 Oct., 1928 ...	59/1925	30-10-25	Vol. V., No. 4, p. 337
Fire Brigades Employees ...	State	1 Mar., 1925, to 31 Dec., 1927 ...	20/1925	23-3-25	Vol. V., No. 1, p. 55.
Firewood Cutting (Westonia Firewood Contractors)	Westonia District of Yilgarn Goldfields	1 Sept., 1921, to 31 Aug., 1922	37/1921	29-10-21	Vol. I. No. 2, p. 36.
Food Manufacturing and Packing	Radius of 15 miles of G.P.O., Perth ...	22 Jan., 1924, to 21 Jan., 1927 ...	4/1924	8-2-24	Vol. IV., No. 1, p. 13.
Do. do. ...	... ...	... ...	55/1925	13-10-25	Vol. V., No. 4, p. 331.
Gas Works (Coal)	Radius of 5 miles of the Perth Town Hall, and 5 miles of Fremantle Town Hall	24 Sept., 1925, to 25 Sept., 1927 ...	54/1925	12-10-25	Vol. V., No. 4, p. 329.
Hospital Asylum Employees (Eastern Goldfields Branch)	Radius of 14 miles from Central Post Office, Kalgoorlie	1 Jan., 1925, to 31 Dec., 1926 ...	60/1925	4-11-25	Vol. V., No. 4, p. 339.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Hospital Employees (Coastal)	Radius of 14 miles from G.P.O., Perth	5 May, 1925, to 4 March, 1928 ...	35/1925	24-6-25	Vol. V., No. 2, p. 127.
Hospital Employees (Wooroloo)	Wooroloo Sanatorium	1 Jan., 1925, to 31 Dec., 1925 ...	57/1925	22-10-25	Vol. V., No. 4, p. 334.
Hotel, Club, Caterers, etc. (Bunbury)	Radius of 15 miles from P.O., Bunbury	25 Feb., 1924, to 11 July, 1925 ...	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. (Collie) ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/1924	1-10-24	Vol. IV., No. 4, p. 188.
Do. (Northam)	Radius of 20 miles from P.O., Northam	1 Jan., 1925 to 30 Dec., 1927 ...	28/1924	10-11-24	Vol. IV., No. 4, p. 194.
Do. ...	Radius of 20 miles from G.P.O., Perth	2 June, 1925 to 1 June, 1928 ...	31/1925	16-6-25	Vol. V., No. 2, p 119.
Hotel Employees (State) ...	Over all hotels within jurisdiction of the Colonial Secretary	1 June, 1924, to 31 Dec., 1925 ...	19/1924	4-7-24	Vol. IV., No. 3, p. 116.
Jewellers Watchmakers and Allied Trades	Radius of 14 miles from G.P.O., Perth	13 July, 1925 to 12 July, 1928 ...	39/1925	20-7-25	Vol. V., No. 3, p. 211.
Journalists ("Sunday Times")	Radius of 15 miles from G.P.O., Perth	21 Oct., 1924, to 31 Dec., 1927 ...	33/1924	20-11-24	Vol. IV., No. 4, p. 203.
Do. ("Primary Producer")	Radius of 15 miles from G.P.O. Perth	22 July, 1925 to 31 Dec., 1927 ...	40/1925	22-7-25	Vol. V., No. 3, p. 214.
Do. ("Westralian Worker")	Radius of 15 miles from G.P.O., Perth	22 July, 1925, to 31 Dec., 1927 ...	41/1925	22-7-25	Vol. V., No. 3, p. 216.
Labourers (Building Trade) ...	Radius of 14 miles from G.P.O., Perth	1 Sept., 1924, to 31 Aug., 1927 ...	22/1924	1-9-24	Vol. IV., No. 3, p. 121.
Labouring, Metal Working (*See* Moulders (Metal Working) Labourers).					
Labouring, Municipal (*See* Municipal Employees).					
Lime Industry	Radius of 25 miles from G.P.O., Perth	1 Apl., 1926, to 31 March, 1927 ...	15/1926	10-5-26	Vol. VI., No. 2, p. 170.
Marine Divers and Tenders ...	Public Works Department: Fremantle Harbour Trust, Bunbury Harbour Board, and W.A.G. Railways	16 Feb., 1926, to 15 Feb., 1929	12/1925	22-3-26	Vol. VI., No. 1, p. 55.
Marine Store and Bottle Washing	Collins and Co.'s Stores, Perth and Fremantle Districts	3 Feb., 1920, to 2 Feb., 1921 ...	19/1920	25-3-20	
Meat Industry Employees (Ham and Bacon curing)	Foggitt Jones Limited	21 Jan., 1925, to 31 Oct., 1925 ...	3/1926	16-1-26	Vol. VI., No. 1, p. 31.
Meat Industry Employees (British-American Bye-Products Co.)	Radius of 30 miles from G.P.O., Perth	25 Feb., 1924, to 24 Feb., 1927 ...	10/1924	17-3-24	Vol. IV., No. 1, p. 25.
Meat Industry Employees (Wyndham Meat Works—*See* Slaughtering)					
Mining (Collie Coal)	Collie District	Concurrent with Award 5/1916 of 10th Oct., 1916	13/1916	18-11-16	Vol. XIV., p. 250*
Do. do.	do.	1 July, 1917, to 1 April, 1920...	19/1917	1-7-17	Vol. XIV., p. 293*
Do do.	Westralian Coal Mining Co., Ltd. ...	8 Oct., 1917, to 10th Oct., 1919 ... (Agreement to run concurrently with District Award, 5/1916, of 10th Oct., 1916)	24/1917	17-11-17	Vol. XIV., p. 302*
Do. do.	Coal Mining Leases on Collie Coalfield, owned by Proprietary Coal Mines of W.A., Ltd.	20 June, 1918, to 9 Oct., 1919 (Agreement to run concurrently with District Award, 5/1916)	13/1918	22-7-18	Vol. XIV., p. 343*
Do do.	Collie Coalfields	1 Jan., 1920, to 31 Dec., 1920 ...	1/1920	19-1-20	Vol. XIV., p. 534*
Do do.	do	7 July, 1919, to 31 Dec., 1920 ...	2/1920	19-1-20	Vol. XIV., p. 535*
Do. do.	Premier Coal Mining Co., Ltd. ...	27 Dec., 1919, to expiry of district award 5/1916 of 10th October, 1916	12/1920	21-2-20	Vol. XIV., p. 561*
Do. do.	Coal Mining Leases No. 85/100, inclusive, and 267, Collie, known as the Proprietary Mine	11 April, 1921, to 10 April, 1922...	20/1921	27-5-21	Vol. I., No. 2, p. 42.
Do. do.	Amalgamated Collieries of W.A., Ltd., and Premier Coal Mining Co., Ltd.	17 April, 1925 (Agreement to run concurrently with District Award, No. 5/1916)	37/1925	14-7-25	Vol. V., No. 3, p. 208.
Mining (Gold)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North-East Coolgardie, Mt. Margaret, the East Murchison Goldfields with the exception of the Blk. Range District of the East Murchison Goldfield	16 April, 1925, to 15 April, 1926	30/1925	13-6-25	Vol. V., No. 2, p 114.
Do.	Do. do. do.	16 April, 1925, to 15 April, 1926	44/1925	30-7-25	Vol. V., No. 3, p. 221.
Motor Car Drivers (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926 ...	26/1925	18-4-25	Vol. V., No. 2, p 109.
Do. (Passenger carrying)	S.W. Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Moulders' Assistants	State Implement Works within S.W. Land Division	1 Jan., 1924, to 31 March, 1924	16/1924	7-6-24	Vol. IV., No. 2, p. 73.
Moulders, Metals (Stove, Range, and Grate Work only)	Radius of 15 miles from G.P.O., Perth	12 Aug., 1919, to 11 Aug., 1922 ...	19/1919	25-8-19	Vol. XIV., p. 487*
Municipal Employees	Municipal District of Subiaco and all of E. A. Freeman's Employees	4 Dec., 1919, to 4 Dec., 1920 ...	7/1920	2-2-20	Vol. XIV., p. 551*
Municipal Employees (Kalgoorlie Road Board)	Eastern Industrial District	21 Nov., 1925, to 21 Nov., 1927	63/1925	21-11-25	Vol. V., No. 4, p. 343.
Municipal Employees	Boulder Municipality	1 Oct., 1925, to 30 Sept., 1927	56/1925	15-10-25	Vol. V., No. 4, p. 332.
Municipal Employees (Kalgoorlie Municipal Council)	Eastern Industrial District	1 Oct., 1925, to 30 Sept., 1927..	68/1925	19-12-25	Vol. V., No. 4, p. 350.
Musicians	Radius of 25 miles from G.P.O., Perth	27 Jan., 1925, to 26 Jan., 1928 ...	12/1925	25-2-25	Vol. V., No. 1, p. 39.
Opticians' Mechanics	Radius of 14 miles from G.P.O., Perth	16 Aug., 1920, to 15 Aug., 1922...	53/1920	14-8-20	Vol. I., No. 1, p. 20.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Painters and Paperhangers ...	Radius of 25 miles from P.O., Kalgoorlie	10 July, 1917, to 10 July, 1919...	15/1917	21-1-17	Vol. XIV., p. 285*
Paper Ruling (*See* Printing)					
Pastry Cooking	Radius of 20 miles from G.P.O., Perth	12 May, 1925, to 11 May, 1928...	33/1925	23-6-25	Vol. V., No. 2, p. 124.
Photographic Employees ...	Radius of 15 miles from G.P.O., Perth	9 May, 1924, to 8 May, 1927 ...	13/1924	14-5-24	Vol. IV., No. 2, p. 62.
Plumbing	Radius of 25 miles of G.P.O., Perth ...	25 Jan., 1924, to 24 Jan., 1927 ...	5/1924	15-2-24	Vol. IV., No. 1, p. 15.
Do.	do. do. ...	30 May, 1925, to 24 Jan., 1927. (Variation of Agreement No. 5/1924)	29/1925	9-6-25	Vol. V., No. 9, p. 114.
Pottery and Porcelain... ...	Radius of 30 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	67/1925	16-12-25	Vol. V., No. 4, p. 349.
Printing (Country)	Over the whole of the State, exclusive of radius of 15 miles from G.P.O., Perth, and the Eastern Goldfields District	23 Mar., 1925, to 22 Mar., 1928...	25/1925	17-4-27	Vol. V., No. 2, p. 106.
Printing (newspaper) ...	Radius of 15 miles from G.P.O., Perth	31 Jan., 1925, to 30 Jan, 1927 ...	8/1925	7-2-25	Vol. V., No. 1, p. 31.
Do.	do. do. ...	27 Mar., 1925, 30 Jan., 1927. (Variation of Agreement No. 8/1925)	21/1925	1-4-25	Vol. V., No. 2, p. 92.
Printing (Cardboard Box making and Carton making)	Radius of 20 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926 ...	35/1924	1-12-24	Vol. IV., No. 4, p. 208.
Railway Employees (Midland Railway) (General)	Over the whole of the Midland Railways and Workshops in connection therewith	8 May, 1922, to 7 May, 1925 ...	1/1923	22-2-23	Vol. III, No. 1, p. 19.
Do. (Engine-drivers, etc.)	do. do.	1 Jan., 1926, to 31-12-26 ...	6/1926	3-2-26	Vol. VI., No. 1, p. 40.
Do. (Officers)	Over the whole of the Midland Railways	18 Feb., 1922, to 17 Feb., 1925 ...	4/1923	22-3-23	Vol. III, No. 1, p. 26.
Do.	do. do. ...	28 April, 1925, to 27 Feb., 1928. Amendment to Agreement, No. 4/1928	34/1925	22-6-25	Vol. V., No. 2, p. 26.
Railway Employees (Midland Railway)	Over the whole of the Midland Railways	29 Oct., 1922 to 31 Dec., 1923...	5/1923	22-3-23	Vol. III., No. 1 p. 29.
Do. do. ...	do. do. ...	10 Jan., 1924, to 31 Dec., 1925 (Variation of Agreement, No. 5 of 1923)	11/1924	19-3-24	Vol. IV., No. 1. p. 26.
Restaurant Employees (Railway Dining Car)	Area covered by W.A. Government Railways	1 Aug., 1924, to 31 Dec., 1925 ...	21/1924	13-8-24	Vol. IV., No. 3, p. 121.
Do. do	do. do. do.	do. do. do.	23/1924	4-9-24	Vol. IV., No. 3, p. 122.
Saddlery and Leather Working	Radius of 25 miles from G.P.O., Perth	3 August, 1925, to 2 August, 1921	45/1925	2-9-2	Vol., V., No. 2, p. 226.
Salesmen (Perth Wholesale)	Radius of 14 miles from G.P.O. Perth	12 June, 1925, to 11 June, 1928	32/1925	16-6-25	Vol. V., No 2, p. 122
Sheet Metal Working	Radius of 30 miles from G.P.O., Perth	26 Feb., 1925, to 31 Dec., 1927...	17 1925	11-3-25	Vol. 5, No. 12 pp. 11, 5.
Shipwright and Boat Building	Radius of 20 miles from Fremantle Town Hall	13 June, 1919, to 12 June, 1922 ...	14/1919	11-8-19	Vol. XIV., p. 467*
Shop Assistants (Albany) ...	Radius of 15 miles from P.O., Albany	20 Jan., 1925, (running concurrently with agreement No. 57/1925)	5/1925	27-1-25	Vol. V., No. 1, p. 25.
Shop Assistants (Bunbury) ..	Radius of 15 miles from G.P.O., Bunbury	1 Jan., 1921, to 31 Dec., 1921 ...	62/1920	8-12-20	Vol. I., No. 1, p. 27.
Shop Assistants (Busselton) ...	Radius of 20 miles from P.O., Busselton	9 Nov., 1925, to 8 Nov., 1928 ...	61/19 5	9-11-25	Vol. V., No. 4, p. 340.
Shop Assistants (Collie Retail Employers)	Radius of 15 miles from P.O., Collie	22 Feb., 1922, to 21 Feb., 1923 ...	2/1922	2-3-22	Vol. II., No. 1, p. 32
Shop Assistants (Eastern Goldfields)	Radius of 30 miles from P.O., Kalgoorlie	3 May, 1920, to 2 May, 1921 ...	26/1920	3-5-20	Vol. XIV., p. 631*
Shop Assistants (Eastern Goldfields)	Radius of 10 miles from P.O., Kalgoorlie	31 Jan., 1921, to 28 Feb., 1923 ...	12/1921	31-3-21	Vol. I., No. 2, p. 49.
Shop Assistants (Geraldton) ...	Radius of 70 miles from P.O., Geraldton	10 Mar., 1926, to 9 Mar., 1929 ...	11/1926	19-3-26	Vol. VI., No. 1, p. 53.
Shop Assistants (Harvey) ...	Radius of 8 miles from P.O., Harvey...	1 Oct., 1921, to 30 Sept., 1922	39/1921	26-11-21	Vol. I., No., 2. p. 68.
Shop Assistants (Katanning) ...	Radius of 2 miles from P.O., Katanning	9 Jan., 1925, to 8 Jan., 1926 ...	1/1925	2-1-25	Vol. V., No. 1, p. 17.
Shop Assistants (Metropolitan)	Radius of 15 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1927 ...	34/1924	21-11-24	Vol. IV., No. 4, p. 205.
Shop Assistants (Narrogin) ...	Radius of 5 miles from P.O., Narrogin	19 Jan., 1925, to 18 Jan., 1928 ...	3/1925	1-1-25	Vol. V., No. 1, p. 22
Shop Assistants (Northam) ...	Radius of 15 miles from P.O., Northam	6 July, 1925, to 5 July, 1927 ...	43/1925	24-7-25	Vol. V., No. 3, p. 219
Shop Assistants (Wagin) ...	Radius of 5 miles from P.O., Wagin ...	13 Jan., 1925, to 18 Nov., 1927 ...	4/1925	21-1-25	Vol. V., No. 1, p. 23.
Shop Assistants (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	1 May, 1926, to 30 April, 1927 ...	20/1926	14-6-26	Vol. VI., No. 2 p. 180.
Slaughtering (Foggitt, Jones, & Co., Ltd. Small Goodsmen, Yardmen, etc.)	Foggitt, Jones & Co., Ltd., Works at Bellevue or other establishments within a radius of 30 miles of G.P.O., Perth	26 Jan., 1920, to 31 Jan, 1921	24/1920	28-4-20	
Slaughtering	Wyndham Meat Works	1 April, 1926, to 31 March, 1927	13/1926	16-4-26	Vol. VI., No. 2, p. 143.
Superphosphate Workers ...	Radius of 15 miles from G.P.O., Perth	9 July, 1925, to 8 July, 1928 ..	38/1925	14-7-25	Vol. V., No. 3.
Tailoring	Radius of 25 miles from G.P.O., Perth	6 May, 1926, to 5 May, 1929 ...	14/1926	7-5-26	Vol. VI., No. 2, p. 152.
Do.	Geraldton and surrounding district ...	1 March, 1920, to 28 Feb., 1923...	17/1920	24-3-20	Vol. XIV., p. 577*

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Tailoring	Geraldton and surrounding district...	21 Dec., 1920, to 28 Feb., 1923 (Variation of Agreement 17/1920)	13/1921	31-3-21	Vol. I., No. 1, p. 50.
Do.	Radius of 25 miles from P.O., Kalgoorlie	1 Sept., 1920, to 31 Aug., 1921 ...	56/1920	23-10-20	Vol. I., No. 1, p. 30.
Tally Clerking	So much of "Koombana Bay," in the Port of Bunbury, as is within the high-water mark, and also to such ballast ground as may from time to time be appointed for use by the Harbour Master of the said Port	6 June, 1925, to 5 June, 1928 ...	36/1925	24-6-25	Vol. V., No. 2, p. 128
Timber	Radius of 14 miles from G.P.O., Perth	1 Jan., 1925, to 31 Dec., 1925 ...	13/1925	3-3-25	Vol. V., No. 1, p. 42.
Do. (Case and Box making)	do. do. ...	11 Nov., 1924, to 10 Nov., 1927...	36/1924	10-12-24	Vol. V., No. 1, p. 210
Tramway Employees (Commissioner of Railways)	Over the whole of the maintenance working of the State Tramways at Perth, including the Car Barn used in connection therewith	8 May, 1922, to 7 May, 1925 ...	6/1922	12-7-22	Vol. VI., No. 1, p. 37.
Tramway and Electricity Supply Officers (Commissioner of Railways)	Applies to all Officers engaged in the W.A. Government Tramways and Electricity Supply, except heads of Branches, Sub-heads of Branches, Shift Engineers, Switchboard Attendants, and Sub-station Attendants	22 Jan., 1926, to 21 Jan., 1929 ...	5/1926	22-1-26	Vol. VI., No. 1, p. 36.
Tramway Employees (Commissioner of Railways)	Workers covered by "Government Tramways Act, 1912," and "Government Electric Works Act, 1914," and any amendments thereto	3 Jan., 1926, to 31 Dec., 1926 ...	4/1926	19-1-26	Vol. VI., No. 1, p. 32.
Undertakers' Assistants ...	Radius of 20 miles from G.P.O., Perth	18 Oct., 1925, to 17 Oct., 1928 ...	62/1925	13-11-25	Vol. V., No. 4, p. 342.
Wine and Spirit Warehouse Employees	Radius of 15 miles from G.P.O., Perth	1 May, 1925, to 30 April 1928 ...	28/1925	9-5-25	Vol. 5., No. 2, p. 113.
Wool, etc., Stores Employees	Radius of 20 miles from G.P.O., Perth	24 June, 1925, to 23 June, 1926 ...	42/1925	23-7-25	Vol. V., No. 3.
†Wyndham Meat Works Employees	Wyndham Meat Works	1 April, 1925 to 31 March, 1926 ...	22/1925	4-4-25	Vol. V., No. 2, p. 95.

*" Reports of Proceedings before the Court of Arbitration." † Includes Meat Industry Employees, Engineers, Engine-drivers, and Firemen.

RETURN SHOWING NUMBER OF APPRENTICES REGISTERED AT THE COURT OF ARBITRATION DURING THE QUARTER ENDED 30th JUNE, 1926.

Baking	5
Bootmaking	3
Butchering	17
Carpentry and Joinery	15
Clothing	22
Engineering	42
Furniture	15
Hairdressing...	4
Jewellery	2
Painting	8
Plumbing	7
Printing	9
Tailoring	17
Timber Machining	1
Total	167

APPRENTICES' EXAMINATIONS.

During the quarter ended 30th June, 1926, examinations have been conducted in the following trades:—Bootmaking Clothing, Electrical, Engineering, Furniture, Moulding, Plumbing, and Sheet Metal Working.

The particulars with regard to the above-mentioned examinations are as follows:—

Bootmaking (Metropolitan).—Apprentices examined, 49; final certificates granted, 24; progress certificates issued, 25.

Clothing.—Apprentices examined, 31; final certificates granted, 4; progress certificates issued, 27.

Electrical.—Apprentices examined, 36; final certificates granted, 7; progress certificates issued, 7; failed, 1.

Engineering (Metropolitan).—Apprentices examined, 148; final certificates granted, 23; progress certificates issued, 125.

Plumbing.—Apprentices examined, 47; final certificates granted, 2; progress certificates issued, 45.

Moulding.—Apprentices examined, 29; final certificates granted, 3; progress certificates issued, 26.

Owing to unavoidable delay in issuing the list of names eligible for examination in the Furniture Trades, and the Sheet Metal Working Trade, the reports of these examinations have not yet been received.

In connection with the examinations, reports of which have come forward, it is satisfactory to note that, generally speaking, the standard of work done by apprentices is improving, this improvement being undoubtedly the result of the training at the Technical School (though this is not yet availed of as it should be) and the interest inspired by regular examinations and the issue of certificates.

The results in the Electrical Trades examination show that seven apprentices secured 80 marks out of a possible 100. R. Barkle, of the Public Works Department, succeeded in gaining 85 per cent.

PUBLICATIONS RECEIVED.

The Clerk of the Court of Arbitration acknowledges with thanks the receipt of the undermentioned publications:—

Canada.

"The Labour Gazette," Vol. XXVI., Nos. 2-4.

"Prices in Canoda and other Countries, 1925" (Supplement to "The Labour Gazette," January, 1926).

"Report of Provincial Royal Commission on Coal Mining Industry in Nova Scotia" (Supplement to "The Labour Gazette," January, 1926).

"Wages and Hours of Labour in Canada, 1920 to 1925" (Supplement to "The Labour Gazette," January, 1926).

Report of the Department of Labour for the Fiscal Year ending March 31st, 1925.

"Old-age Pension Systems existing in various Countries" (Supplement to "The Labour Gazette," March, 1926).

Geneva.

"Industrial and Labour Information," Vol. XVII., Nos. 10-13; Vol. XVIII., Nos. 1-9; Table of Contents to Vol. XVII.

"Official Bulletin," Vol. XI., No. 2. Index to Vol. X.

"International Labour Review," Vol. XIII., Nos. 3-5.

"Wages Changes in various Countries, 1914 to 1925."

"Workmen's Compensation in the United States."

"Stabilisation of Employment in the United States."

"The International Labour Organisation and Social Insurance."

Great Britain.

"Ministry of Labour Gazette," Vol. XXXIV., Nos. 2-4.

India.

"Labour Gazette" (Bombay), Vol. V., Nos. 7-9.

New South Wales.

"New South Wales Industrial Gazette," Vol. XXVIII., No. 6; Vol. XXIX., Nos. 1-5.

"Industrial Arbitration Reports," Vol. XXIV., Parts 4 and 5.

New Zealand.

Reports of Awards, Agreements, etc., Vol. XXVI., Pages 1-288.

Queensland.

"Queensland Industrial Gazette," Vol. XI., Nos. 4-6.

South Australia.

Determinations of Wages Boards.

Victoria.

Determinations of Wages Boards.

Summary of Wages and Conditions fixed by Wages Boards up to 1st April, 1926.

U.S.A.

"The Wisconsin Apprentice," Vol. IX., No. 3.

"Monthly Labour Review," Vol. XXI., No. 6; Vol. XXII., Nos. 1 and 2.

"The Industrial Bulletin," Vol. III., No. 2; Vol. IV., No. 3, and Vol. V., Nos. 5-7.

By Authority: FRED. WM. SIMPSON, Government Printer, Perth.

The Western Australian INDUSTRIAL GAZETTE.

Prepared and edited by the Under Secretary for Labour.

Quarter ending 30th September, 1926.

VOL. VI.] JANUARY 10, 1927. [No. 3.

CONTENTS.

PAGE

Agreements, Industrial, registered during quarter:—
- Assemblers—R. Purser & Co., No. 29/1926 ... 295
- Builders' Labourers—No. 30/1926 296
- Carters and Drivers—Metropolitan—No. 21/1926 280
- Carters and Drivers, Motor Carrying—Passenger—No. 22/1926 281
- Engine-drivers, Firemen, and Cleaners—Government Railways—No. 28/1926 288
- Engineers—H. V. McKay, Pty., Ltd.—No. 24/1926 282
- Firemen—Perth Public Hospital—No. 26 of 1926 286
- Miners (Coal), Collie—No. 27 of 1926 287
- Police—No. 25 of 1926 283
- Shop Assistants—Northam—No. 31 of 1926 ... 297
- Tramways—No. 23 of 1926 282

Agreements, Industrial, in force, 30th September, 1926 317

Agreements, Industrial, made Common Rule 303

Agreements, Industrial, purchase of copies of 206

Agreements and Awards—variations of—to make consistent with Basic Wage—
- Bakers—Agreement No. 9 of 1924 261
- Boilermakers—Award No. 40 of 1922 246
- Brickyards—Agreement No. 58 of 1925 262
- Brickyards—Agreement No. 67 of 1925 ... 262
- Carters (Bread)—Agreement No. 24 of 1925 ... 248
- Carters—Agreement No. 27 of 1925 252
- Carpenters (Government)—Award No. 34 of 1922 253
- Carpenters and Joiners—Agreement No. 15 of 1923 263
- Cemetery Employees—Agreement No. 17 of 1921 263
- Cleaners and Caretakers—Award No. 14 of 1920 261
- Clerks (Metropolitan)—Agreement No. 2 of 1925 244
- Clerical Retail, Metropolitan—Agreement No. 7 of 1925 253
- Clerical (Fremantle)—Agreement No. 32 of 1924 259
- Clothing (Millinery)—Agreement No. 50 of 1925 247
- Clothing (Miscellaneous)—Agreement No. 52 of 1925 247
- Clothing (Dressmaking)—Agreement No. 51 of 1925 253
- Clothing—(Ready-made, Men's)—Agreement No. 53 of 1925 258
- Coachbuilders—Agreement No. 23 of 1925 ... 269
- Drivers, Motor Car (Government)—Agreement No. 26 of 1925 247
- Engineers (South-West Land Division)—Agreement No. 64 of 1925 250
- Engineers (Government)—Award Nos. 23 and 30 of 1922 250
- Engineers (Government)—Award Nos. 22 and 31 of 1922 255
- Engineers—Award No. 10 of 1923 251
- Engine Drivers and Firemen (Government)—Award Nos. 29 and 38 of 1922 251
- Fibrous Plaster, Plaster Modellers, etc.—Agreement No. 59 of 1925 252

CONTENTS—*continued.*

PAGE

- Fire Brigades—Agreement No. 20 of 1925 ... 246
- Food Manufacturers, etc. (Metropolitan)—Agreement No. 55 of 1925 245
- Hospital Employees (Coastal)—Agreement No. 35 of 1925 244
- Furniture Trades—Award No. 12 of 1921 ... 260
- Motor Carrying (Passenger)—Agreement No. 65 of 1925 248
- Moulders—Award No. 3 of 1924 251
- Moulders (Government)—Award No. 39 of 1922 251
- Meat Industry—Award No. 14 of 1922 ... 264
- Painters—Award No. 4 of 1924 262
- Painters (Government)—Award Nos. 24 and 35 of 1922 254
- Pastrycooks—Agreement No. 33 of 1925 260
- Plumbers—Agreement No. 5 of 1924 263
- Plumbers (Government)—Award No. 33 of 1922
- Printers—Award Nos. 18 and 19 of 1922 266
- Shop Assistants (Metropolitan)—Agreement No. 34 of 1924 249
- Shop Assistants (Narrogin)—Agreement No. 3 of 1925 245
- Shop Assistants (Katanning)—Agreement No. 1 of 1925 254
- Shop Assistants (Northam)—Agreement No. 43 of 1925 255
- Shop Assistants (Harvey)—Agreement No. 39 of 1921 256
- Shop Assistants (Collie)—Agreement No. 2 of 1922 257
- Shop Assistants (Bunbury)—Agreement No. 62 of 1920 257
- Saddlery—Agreement No. 45 of 1925 264
- Superphosphate and Chemical Workers—Agreement No. 38 of 1925 250
- Tailors—Agreement No. 14 of 1926 259
- Tramways—Agreement No. 4 of 1926 246
- Tramways and Electricity Supply Officers—Agreement No. 5 of 1926 266
- Undertakers (Perth and District)—Agreement No. 62 of 1925 245
- Water Supply Sewerage and Drainage—Award Nos. 25, 27 and 28 of 1922 267

Apprentice Examinations 321

Apprenticeship Regulations 207, 238

Awards, Amendments of—
- Carpenters and Joiners (Government)—No. 34 of 1922 242

Agreements, retirement from 303

Awards delivered during the quarter—
- Timber Yards, Samwills and Woodworkers' Employees—No. 4 of 1926 214
- Coastal Municipal Road Board Employees—No. 19 of 1926 229

CONTENTS—*continued.* PAGE

Awards in force, 30th September, 1926 313
Awards, Rescission of—
Shop Assistants' (Fruit and Produce)—No. 2 of 1923 229
Awards, Review of—Applications for— 229
Engineers—No. 4 of 1921 and No. 6 of 1921
Moulders—No. 5 of 1921
Boiler-Makers—No. 7 of 1921
Railway Employees—No. 8 of 1921
Awards and Agreements—variation of—to make consistent with Basic Wage—*see* under "Agreements" above).
Board of Reference—Engineers 243
British Columbia—Minimum Wage Act for Male Workers 299
Building Trades, London—change in hours 299
Compulsory Conference—Dispute referred into Court. Public Works Department v. Carpenters and Joiners' Union 299
Cost of Living—Commonwealth Statistician's figures 300
Cost of Living—State Statistician's figures 210
Department of Labour—
Apprenticeship Regulations 207
Basic Wage Adjustments—Government Workers 207
Board of Reference—Engineers 207
Factories and Shops Inspection—Report ... 207
Industrial Magistrate—Kalgoorlie 207
Labour Bureau—Report 210
Miners' Phthisis Act—Report 207
Quarry Workers' Agreement 212
Working Week—Arbitration Court's Judgment, *re* 44 hour week 207
Enforcements (Perth)—
Bakers' Industrial Union of Workers *v.* E. Thomson, H. Bourne, A. Tanner, Lewis & Spencer 271
Carters and Drivers' Industrial Union of Workers, *v.* St. John's Ambulance Association, J. Bland, R. Morton, W. J. Brown, R. A. Gamble, R. Johnson, A. Allen, T. G. Molloy, J. Weir 271
Coal Miners' Industrial Union of Workers, *v.* The Amalgamated Collieries, Ltd. 272
Engineers' Industrial Association of Workers, *v.* N. E. Nelson, Hadfields Steel Works, Ltd., Gilberts, Ltd. 272
T. C. Humphreys 270
Furniture Trades Industrial Union of Workers, *v.* Hearn Bros. and Stead, The Locke Furniture Manufacturing Co. 272
Factories and Shops Inspection Department, *v.* F. Chaney, E. G. Portwine, Spanneys, Ltd.... 273
Hairdressers and Wigmakers Employees' Union, *v.* H. Lovering 273
Meat Industry Employees' Union, *v.* W. J. Tomlinson, R. Griffiths. 274
Musicians' Industrial Union of Workers, *v.* C. Sheridan 274
Painters' Industrial Union of Workers, *v.* Elder, Smith & Co. 274
Superphosphate Workers' Union *v.* Mt. Lyell Coy., Quinn & Allerton, Heathcote, Cuming Smith Ltd., Lawson, Taylor and Others ... 270
Enforcements (Northam)—
Australian Workers' Union (Pastoral and Agricultural) of Workers, *v.* H. S. Beard, W. Veal ... 274
Engineers' Industrial Association of Worksrs, *v.* J. A. Jeffery, W. Parker & Son, H. & H. Withnell 274–275
Enforcements (Kalgoorlie)—
Australian Workers' Union (Goldfields Mining Branch), *v.* The Sons of Gwalia, Ltd. ... 275
Hairdressers' Awards—No. 6 of 1923—*re* female employees coming thereunder 239
Hours—Change in London Building Trades 299

CONTENTS—*continued.* PAGE

Hours of work in industry—Conference of Ministers of Labour, various countries 298
Hours—Fourty-four—Judgment on application for ... 214
Industrial Dispute—Hearing of—
United Furniture Trades' Industrial Union of Workers *v.* Boans, Ltd. and others 229
Interpretations—W.A. Police. Agreement No. 25 of 1926—*Re* retirement from Service 238
Minimum Wage Act—Male Workers, British Columbia 299
Offence against the Act—Fire Brigades' Union *v.* Fire Brigade Board—Alleged wrongful dismissal ... 239
Spanneys, Ltd.—Alleged wrongful dismissal ... 275
Hadfields, Ltd.—Alleged wrongful dismissal ... 275
Publications received 322
Retrospectivity of the Act—Question of 229
Tables—
Agreements—Industrial, in force, 30th September, 1926 317
Awards in force, 30th September, 1926 313
Retirements from Agreements filed during quarter 303
Unions—Industrial 306
Registration of Secretaries, Treasurers, Trustees—Change of 304
Registered Office—Amendment of Rules—Change of name 305
Unions and Associations—Industrial, registered at Court of Arbitration 306
Unions—Trade—
Registration of Treasurers, Amendment of Rules, Change of name 311
Unions and Associations—Trade, registered at Office of Registrar of Trade Unions 311

ANNOUNCEMENT RE "INDUSTRIAL GAZETTE."

Communications in connection with the *Industrial Gazette* should be sent to the Under Secretary for Labour, Perth.

The annual subscription to the *Industrial Gazette* is three shillings and sixpence, and the charge for a single copy one shilling. The subscriptions may be sent to the Government Printer.

ANNOUNCEMENT RE INDUSTRIAL ARBITRATION ACT, 1912, AND REGULATIONS.

Copies of "The Industrial Arbitration Act, 1912," with amendment (price two shillings and threepence), and of Regulations under "The Industrial Arbitration Act, 1912," with amendment (price sixpence), are obtainable at the Office of the Registrar of Industrial Unions, Court of Arbitration, Government Gardens, Perth; also at the Government Printing Office.

ANNOUNCEMENT RE INDUSTRIAL AGREEMENTS.

Copies of Industrial Agreements registered at the Court of Arbitration can be obtained from the Government Printer shortly after registration. Single copies, minimum 3d. Orders executed at special rates.

Department of Labour.

HOURS OF WORK—ARBITRATION COURT'S JUDGMENT.

Special attention is directed to the Arbitration Court's judgment on the 44-hour working week published at page 214 of this issue.

ADDITIONAL INDUSTRIAL MAGISTRATE.

Mr. J. E. Geary, Resident Magistrate at Kalgoorlie, has been appointed as Industrial Magistrate under Section 101 of the Industrial Arbitration Act.

QUARRY WORKERS.

A new Industrial Agreement covering employees in the State Quarry at Boya and certain other privately owned quarries in the Metropolitan Area was entered into during the quarter with the Australian Workers' Union, and is published at page 212 of this issue. Generally speaking, the wages were increased by 5s. per week in accordance with the recently declared basic wage.

BOARD OF REFERENCE.

For the purpose of dealing quickly with matters arising out of the award covering Government Departments and the Amalgamated Society of Engineers, the Court of Arbitration has, on the application of the parties, approved of the appointment of the Board of Reference in pursuance of Section 87 of the Industrial Arbitration Act.

APPRENTICESHIP REGULATIONS.

After investigation and discussion in open court with representatives of employers and employees, the Court of Arbitration recently issued comprehensive regulations dealing with the employment of apprentices. In pursuance of the provisions of the Industrial Arbitration Act the regulations were laid before both Houses of Parliament. Section 152 (4) of the Act provides that if either House passes a resolution at any time within 30 days after such regulations have been laid before such Houses disallowing any regulation such regulation shall cease to have effect. Considerable opposition to the regulations, as drafted by the Court, was expressed in the Legislative Council, with the result that the regulations as a whole were disallowed.

The President of the Court subsequently announced that it would now be necessary for the Court, as and when awards came before them, to embody such regulations as they thought fit in the respective awards.

BASIC WAGE ADJUSTMENTS—GOVERNMENT EMPLOYEES.

Consequent on the Court of Arbitration's basic wage declaration referred to in last issue, adjustments have been made in the wages of the following Government employees:—Engineering Trades (General); Engineers, Goldfields Water Supply; Carpenters; Plumbers; Painters; Moulders; Metropolitan Water Supply; Goldfields Water Supply; Engine Drivers and Firemen; Dock, Harbours and Rivers; Railway Construction; Roads and Bridges Construction; Country Water Supply Construction; Land Clearing; Survey Hands; Office Cleaners; Chauffeurs; Hospital and Asylum Employees; Storemen; Ushers; Boilermakers; Abattoirs Employees; Carters and Drivers; Quarry Workers, and Shipwrights.

THE MINERS' PHTHISIS ACT.

The medical examinations under the Miners' Phthisis Act are nearing completion, and the Medical Officer in Charge of the Commonwealth Health Laboratory is now finalising the results, which are expected to be made available at an early date.

The number of men prohibited from employment in the mines is 119, of whom 39 are fit for ordinary work. Twelve of these men have been found other suitable employment of a permanent nature, and two have been placed in temporary positions; two are prospecting with assistance granted by the Miners' Phthisis Board, and one has been assisted to establish a poultry farm. The remaining 21 are still awaiting permanent employment, and are in receipt of compensation, but pending employment becoming available, 10 of these men are employed at work of a light gardening nature at the Crawley Recreation Reserve and five are employed at the Zoological Gardens at South Perth; one has applied for assistance to establish a poultry farm, and one for assistance for prospecting. These applications are now under consideration by the Miners' Phthisis Board. The remaining four are at present unemployed owing to temporary indisposition or other causes. The number permanently incapacitated from work and on half rates with allowances for dependants is 61, and one permanently incapacitated man has been repatriated.

The number of dependants is 85, comprising 34 wives, 7 widows, and 44 children, and dependants will increase as men become unable to work and are placed on half rates. It is sad to record that of the 119 men prohibited, 17 have already passed away. Of the 119 men prohibited to date, 82 were employed underground and 33 on the surface, particulars regarding four who died before registration not being available. Other suitable employment has also been found for 50 of the men who were reported to be suffering from silicosis, and advised to leave the mines.

Of the men permanently incapacitated, with allowances for dependants, six are in receipt of the maximum compensation of £4 6s. per week, and one, who has a wife and eight children, is receiving £4 9s. per week in order to make up the full amount of wages he was receiving when he ceased work at the mine.

CHIEF INSPECTOR OF FACTORIES' REPORT FOR QUARTER ENDED 30th SEPTEMBER, 1926.

Factories and Shops Act, 1920.

Registrations.—During the quarter Certificates of Registration were issued in respect of 228 factories and 1,395 shops, or a total of 2,217 and 6,130 respec-

tively, from the 1st January, 1926. During the same period of the year 1925, 1,903 factory and 6,062 shop certificates were issued. Although the total registrations exceed in number those for the corresponding period in 1925, a considerable number of occupiers of factories, shops and warehouses have failed to renew registration of their premises, and proceedings are being instituted against defaulters.

Small Shops.—Certificates of Registration of premises as small shops under Section 104, to the number of 40, were issued during the quarter, or four more than for the same period last year. During the quarter it was found necessary to cancel the certificate of one shopkeeper, as the holder had, since the approval of his application, placed himself in such a position as to be ineligible for the concession, and one application for registration was refused as the applicant was not eligible.

Mixed Businesses.—One hundred and ten applications for the suspension of Section 113 and Subsection 1 of Section 114 of the Act were received and approved by the Hon. the Minister during the period under review, or nine more than last year, and in respect of one shopkeeper who had failed to comply with the conditions under which suspension was approved the Hon. the Minister revoked the suspension.

Proclamations.—During the quarter the following proclamations were gazetted:—

August 6th—Abolishing the Kellerberrin Shop District and creating a new district, the boundaries of which are defined elsewhere in this report.

August 13th—Declaring that Thursday, the 11th day of November, be a public holiday for the purposes of the Act in the townsite of Mt. Barker.

Shop Districts.—As a result of inquiries made in the principal trading centres of the Kellerberrin shop district, it was found advisable to abolish the then existing district and create a new one. This was done by a proclamation which was published in the "Government Gazette" on the 6th August. The old district was identical with the road district as existing at 9th February, 1921, whilst the boundaries of the new district are as follows:—

All that area bounded by a line starting from a point situate at the East corner of Kwollyin Lot 70; thence in a general easterly direction for approximately ten miles to the South-West corner of Location 8680; thence in a general northerly direction for approximately 25 miles to the South-West corner of Location 18370; thence in a general westerly direction for approximately 11½ miles to the South-West corner of Location 11479; thence in a general southerly direction for approximately 25½ miles to the starting point.

Petitions for a Poll to be taken under Section 106, on the question, "Do you vote that shops generally throughout the district shall close at one o'clock p.m. on Wednesdays?" were received from persons resident in the Kellerberrin and Northam shop districts. A poll in each case was ordered by the Hon. the Minister. The result of the poll in the Kellerberrin district was that on the 18th September a majority of 126 persons declared for a continuance of the Wednesday half-holiday, 207 electors voting "Yes," 141 voting "No," and informal votes numbering two.

The Northam poll was taken on the 1st September and resulted as follows—"No" 910; "Yes" 485, informal 5, or a majority of 425 in favour of Saturday half-holiday and Friday late shopping night.

Industrial Agreement No. 43/1925, operating in Northam, requires that shop assistants cease work at 12.30 p.m. on Wednesdays and may work until 9 p.m. on Saturdays.

By virtue of Section 155 of the Factories and Shops Act, 1920, the terms of the Industrial Agreement override the provisions of the Act in so far as they relate to the working hours of shop assistants, consequently before the result of the poll could be given effect to it was necessary to amend the industrial agreement in order to bring it into conformity with the decision of the electors; this has been done, and the necessary notice was published in the "Government Gazette" on 1st October, 1926.

Staff.—Approval has been given to the appointment of a second inspectress, and applications have been called for in the local press, but so far an appointment has not been made. It is, however, anticipated that an appointment will be made at an early date.

Inspections.—The inspectors of the Department, during the three months, made in all 2,682 inspections (1,798 shops, 884 factories) under the Factories and Shops Act, 1920, and the following country centres were visited:—Jarrahdale, Mundijong, York, Merredin, Cunderdin, Meckering, Kellerberrin, Mingenew and Carnamah, whilst an inspector spent nearly three weeks on the Eastern Goldfields, visiting Kalgoorlie, Boulder and surrounding districts.

The departmental motor cycle was used for 1,826 miles.

As a result of these inspections it was found that certain employees were being paid at lower rates than those provided under the Act, and £37 3s. 8d. has been paid as arrears of wages. The number of employees affected was 128.

Action had also to be taken with respect to the undermentioned matters, and in each case the factory occupier effected prompt compliance with the requirements of the inspector:—

General Sanitation	12
Sanitary conveniences	5
Dust	2
Referred to Local Authority	1
Records (factories 1, shops 5)	6
Ventilation	3
Lighting	3
Drainage	2
Section 41—Relating to the furnishing of notices of extended hours worked	1
Section 72—Relating to the protection of hoists and lifts	1
Section 82—Relating to efficient fire escape	1
Section 94—Relating to stamping furniture	1

Accidents.—Notices in connection with 81 accidents were received, and inquiries made in relation to those occurring in the Metropolitan Area. Those in the country districts were not of sufficient seriousness to warrant the expense necessary in despatching an inspector to make inquiries. No accident was fatal, or involved the loss of limbs, and generally the worker suffered a short period of incapacity.

Prosecutions.—It was found necessary to institute proceedings against several occupiers of factories and shops, for offences against the Act. The number of cases taken was 59, convictions being recorded in respect of 58. Fines to the amount of £58 were imposed, and the costs totalled £31 10s. 11d. Particulars are hereunder:—

Place of hearing.	Locality of Offence.	Nature of Charge.	Section of Act.	No. of Cases.	Fines.	Costs.
					£ s. d.	£ s. d.
Collie	Collie	Obstructing an Inspector	15	1	1 0 0	0 11 10
Fremantle... ...	Fremantle ...	Occupation of unregistered Factory ...	18	5	6 0 0	0 16 3
Perth	Canning Bridge ...	do. do. do. ...	18	1	1 0 0	0 6 0
Do.	Como	do. do. do. ...	18	1	1 0 0	0 6 0
Do.	Bayswater ...	do. do. do. ...	18	1	1 0 0	0 6 0
Do.	Subiaco	do. do. do. ...	18	1	1 0 0	0 3 0
Do.	Cottesloe Beach	do. do. do. ...	18	1	1 0 0	0 3 0
Do.	Cottesloe ...	do. do. do. ...	18	1	0 10 0	0 3 0
Do.	Leederville ...	do. do. do. ...	18	1	0 10 0	0 3 0
Merredin	Merredin ...	do. do. do. ...	18	1	2 0 0	4 5 9
Bunbury	Bunbury ...	Failure to pay fee for additional persons employed	27	1	0 10 0	2 19 6
Fremantle... ...	Fremantle ...	Failure to pay overtime	37	3	4 10 0	0 3 9
Do.	do.	Failure to forward notification of employees having worked extended hours	41	1	2 0 0	0 3 3
Collie	Collie	Failure to observe closing and opening hours of shops	102	1	0 10 0	1 3 4
Perth	Perth	Failure to close certain shops at times fixed by Act	108	1	3 0 0	0 3 0
Collie	Collie	Failure to close shop on proclaimed public holiday	117	1	dismissed, *re*	no order costs
Perth	Perth	do. do. do.	117	3	3 0 0	0 9 0
Mingenew ...	Three Springs ...	Failure to allow employee weekly half holiday	123	2	1 0 0	2 10 4
Geraldton ...	Geraldton ...	Employing a shop assistant for a longer period than 48 hours in one week	125	2	0 10 0	0 9 8
Mingenew ...	Three Springs ...	do. do. do.	125	2	1 0 0	2 9 4
Do.	do.	Failure to keep necessary records of assistants in shop	129	1	0 10 0	1 5 2
Collie	Collie	Failing to register a shop	133	1	0 10 0	0 11 10
Merredin	Kunnunoppin ...	do. do. do.	133	1	2 0 0	4 5 9
Mingenew ...	Carnamah ...	do. do. do.	133	1	0 10 0	2 0 2
Perth	North Beach ...	do. do. do.	133	1	1 0 0	0 17 0
Do.	Mt. Hawthorn ...	do. do. do.	133	1	1 0 0	0 4 0
Do.	Armadale ...	do. do. do.	133	2	2 0 0	0 12 0
Do.	Queen's Park ...	do. do. do.	133	2	2 0 0	0 8 0
Do.	Cannington ...	do. do. do.	133	3	3 0 0	0 15 0
Do.	Gosnells	do. do. do.	133	2	2 0 0	0 9 0
Do.	Kelmscott ...	do. do. do.	133	2	2 0 0	0 6 0
Do.	Canning Bridge ...	do. do. do.	133	2	2 0 0	0 12 0
Do.	Carlisle	do. do. do.	133	1	1 0 0	0 4 0
Fremantle... ...	Fremantle ...	do. do. do.	133	8	7 10 0	1 6 0
			...	59	58 0 0	31 10 11

Outworkers.—Applications to be registered as outworkers were received from five persons, and at the time of writing, one has been registered. Inquiries are being made into each of the other four applications, which, up to the present, have not been completed.

Inspection of Scaffolding Act, 1924.

Notices of intention to erect scaffolding to the number of 282, were received during the quarter.

Inspections of scaffolding were completed in respect of 99 jobs, the value of the work being £113,902 (including three departmental, valued at £12,738). In 36 cases (£27,520 10s.), which have been finalised, no fees were payable to the Department, as no scaffolding subject to the Act had been inspected.

At the end of the quarter the Department had under supervision 40 jobs in connection with which notices had been received, the value of the work being approximately £778,677.

During the quarter the Inspectors covered 2,607 miles by motor cycle in the course of their duties, and made 1,073 inspections. It was found necessary to issue many instructions to have scaffolding altered, and in each case a ready and immediate compliance was the result. Generally it has been found that owners of scaffolding are willing to give effect to the requirements of the Inspectors, but in five cases it was found necessary to serve written orders.

Proceedings were instituted against thirteen owners of scaffolding for failing to give the necessary notice required by Regulation 3; one case was dismissed, one withdrawn, and convictions recorded in the remainder. The fines amounted to £12 10s., and the costs imposed were £9 2s.

An additional appointment was made under Section 5, Mr. A. F. Fauckner being appointed a Public Inspector of Scaffolding in that portion of the State north of the 26th degree of South Latitude. He resides at Beadon Point.

Recently an accident occurred at the W.A. Turf Club Racecourse, Belmont. An outrigger, which had been erected in connection with certain renovation work at the scratching tower, collapsed through

the breaking of a faulty piece of timber that had not been approved by an Inspector, and a workman was precipitated approximately 32 feet to the ground. He was treated at the Perth Hospital for concussion and was in due course discharged. The Hon. the Minister ordered a Magisterial inquiry to be held, as provided for by Section 15 of the Act. The inquiry was held on 16th August, 1926, and the report of the Assistant R.M. has been submitted to the Hon. the Minister for consideration.

The existing Inspection of Scaffolding Act has been found to be faulty in several important respects and, with a view to remedying these defects, and to provide a workable measure, a Bill to amend the Inspection of Scaffolding Act, 1925, has been introduced by the Hon. the Minister for Labour, and at the time of writing, has passed through all stages in the Legislative Assembly.

The Industrial Arbitration Act, 1912-1925.

Four hundred and two inspections under Awards and Industrial Agreements made under the above Act during the quarter have resulted in the payment of £340 16s. to 248 employees who had been paid at less than the rates prescribed. Two special inquiries were made at the request of the Registrar of Industrial Unions in regard to the cessation of work in two industries.

Shearers' Accommodation Act.

Two reports of inspections made under this Act by Police Officers during the current quarter have been received. In both instances the reports were of a satisfactory nature.

Employment Brokers Act.

During the quarter 10 inspections were made and the records kept were found to be in conformity with the requirements of the Act. Advice has been received that a license has been issued and operates in the Bunbury district, while one broker in Perth abandoned his license.

There are, at date, eight brokers operating in Perth, one in Fremantle, one in Kalgoorlie, one in Geraldton, and one in Bunbury; total 12.

RETAIL PRICE INDEXES—FOOD AND GROCERIES.

State Statistician's Report.

The figures hereunder give the result of the inquiry conducted by the Government Statistician into the cost of food and groceries in certain towns in Western Australia for the three months ended September, 1926.

The methods adopted in compiling the index numbers are similar to those employed by the Commonwealth Statistician.

The table shows the difference in the cost of food and groceries in the various centres as compared with the cost in the Metropolitan Area. It will be noted that prices in the more remote towns are much higher than those obtaining in the Metropolitan Area.

Index Numbers, 3rd Quarter, 1926.

Food and Groceries: Weighted average for six capital towns in 1911 as base = 1,000.

Town.	July.	Aug.	Sept.	Average for Qtr.	Percentage difference as compared with Metropolitan Area.
Metropolitan Area	1894	1867	1815	1859	...
Albany	2109	2089	2042	2080	+ 11·89
Bridgetown ...	2193	2142	2090	2142	+ 15·22
Bunbury ...	2066	2040	2003	2036	+ 9·52
Collie	2156	2095	2096	2116	+ 13·82
Coolgardie ...	2145	2132	2103	2127	+ 14·42
Cue	2566	2553	2533	2551	+ 37·22
Geraldton ...	2030	2017	2000	2016	+ 8·45
Greenbushes ...	2232	2204	2169	2202	+ 18·45
Gwalia	2397	2409	2314	2373	+ 27·65
Jarnadup ...	2186	2166	2133	2162	+ 16·3
Jarrahdale ...	2168	2138	2132	2146	+ 15·44
Kalgoorlie ...	2186	2140	2098	2141	+ 15·17
Katanning ...	1956	1940	1923	1940	+ 4·36
Leonora	2095	2336	2321	2251	+ 21·09
Lyall's Mill ...	2163	2126	2097	2129	+ 14·52
Manjimup ...	2196	2187	2149	2177	+ 17·11
Meekatharra ...	2424	2429	2397	2417	+ 30·02
Menzies	2453	2417	2400	2423	+ 30·34
Merredin ...	2152	2184	2030	2122	+ 14·15
Mullewa	2326	2346	2328	2333	+ 25·5
Nanga Brook ...	2025	2034	2020	2026	+ 8·98
Narrogin ...	1916	1926	1872	1905	+ 2·47
Norseman ...	2465	2456	2422	2448	+ 31·68
Northam ...	2036	2014	1989	2013	+ 8·28
Northampton ...	2101	2046	2039	2062	+ 10·92
Pemberton ...	2165	2133	2078	2125	+ 14·31
SouthernCross ...	2292	2258	2205	2228	+ 19·85
Wiluna	3000	2997	2987	2995	+ 61·11
Yarloop	2016	2006	1972	1998	+ 7·48
Youanmi... ...	2669	2648	2657	2658	+ 42·98

STATE LABOUR BUREAU—QUARTER ENDED 30th SEPTEMBER, 1926.

Report of Secretary.

The number of individual men who had their names registered for employment during the quarter was 4,457, and the engagements totalled 2,211. There were 957 workers assisted with fares to proceed to work, at a cost of £998 3s. 3d. An amount of £770 15s. was received as a refund on account of fares advanced during the quarter and previously. There were also 35 fares supplied from the Employers' Railway Fares Trust Fund Account, amounting to £23 8s. 5d.

Comparing the number of applicants for work at the Head Office and branches with that for the corresponding period of the year 1925, there is an increase of 492, and the engagements show an increase of 176. The applicants for work at the Head Office, Perth, were 3,313, and the branches 1,144, while the engagements were 1,759 at Perth and 452 at the branches.

Under the scheme for placing Goldfields lads on farms 13 lads were despatched from Kalgoorlie during the quarter. Of these, 11 were proceeding to farm work for the first time and were supplied with free rail fares, and two who had been perviously sent out were on this occasion paying their own fare.

Women's Branch.

The number of women registered for employment was 508, which is 16 more than the figures for the corresponding quarter of the year 1925. The engagements were 477, being an increase of 126.

APPLICATION FOR ENFORCEMENT.

(Award No. 4 of 1924.)

Nos. 339 and 340 of 1926; Files 3157 and 3158.

Charge: (339/26).—Failing to pay a painter, Knowles, prescribed rate of wages for week ending 15th July, 1926.

(340/26).—Failing to keep a record of the hours worked by a painter, Knowles, for week ending 15th July, 1926.

The Operative Painters and Decorators' Industrial Union of Workers, Perth,
v.
Elder, Smith and Co., Ltd.

4th August, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. W. E. Broderick appeared for the complainant union.

Mr. F. S. Andrews appeared for the defendant.

13th August, 1926.

Reserved Decision.

No. 340 of 1926.

Mr. CRAIG: The defendant company is charged with failing to keep a recrod of the hours worked by one Knowles, employed by the defendant as a painter, for the week ending 15th July, 1926.

The evidence shows that Knowles is usually employed by defendant as a motor driver, and occasionally at painting steel work, and that during the week referred to in the complaint was employed by defendant at the latter description of work, for 10½ hours in the aggregate.

The defendant keeps a time and wages book in which is recorded the names of workers employed in various capacities, including Knowles, who is described in such book as motor driver. There is no record of the time worked by Knowles as a painter in this book. Daily time sheets are also kept, which show the descriptions of work done and hours worked by each worker, and bear the signature of the worker.

The time sheets signed by Knowles for the week ending 15th July, 1926, were produced to the court, and they record the hours worked by Knowles at painting, during the week ending 15th July, 1926. These time sheets were not produced to complainant on the occasion he inspected the time and wages book, but he was informed that they were available for his inspection at the Perth office of the defendant company. The time sheets are not a sufficient record, because they do not substantially comply with the provisions of Clause 25 of the award. They contain the signature of the worker, Knowles, but it is not a signature for the amount of wages paid to him, and the rate of pay shown as £4 14s. per hour—obviously incorrect.

Neither the time and wages book nor the time sheets referred to record the amount of wages paid to Knowles for the work done by him as a painter, but in this instance the defendant is charged with failing to keep a record of the hours worked, and the evidence disproved this charge.

Clause 25 of the award does not expressly provide that a record of the particulars mentioned in the clause should be recorded in a single book or document; it merely directs that a record shall be kept; but in my opinion the intention of the clause is that such record, whether in book or other form, or whether in a single book or document, or in several books or documents, should be available for inspection on demand by the officers of the employers' and workers' unions, at the place where the workers are employed.

The defendant company is not charged with failing to record the amount of wages paid to Knowles as a painter, nor with failing to produce the record for inspection.

I have no option, therefore, but to dismiss the complaint as laid. No costs allowed.

No. 339 of 1926.

Mr. CRAIG: The defendant company is further charged with failing to pay a worker named Knowles employed by it as a painter, the rate of wages as prescribed by the award of the Court of Arbitration, No. 4/1924, namely, 2s. 4¾d. per hour.

It is contended on behalf of the defendant the work Knowles was engaged upon as described in the evidence does not come within the said award, because it is incidental to the industry of steel fabricating, in which the defendant company is engaged.

The work referred to, and which the complainant claims to be that of a painter, consists of coating steel standards and other fabricated steel work with red oxide by means of a brush. This work is done usually by any of the workers engaged at the defendant company's works, including Knowles, who is employed as a motor driver, and requires no particular skill as the substance used, namely, red oxide, is supplied mixed ready for use.

Clause 4 of the said award reads as follows:—"The above wages shall apply to any operation where oil or water paints or refrigerating compounds of all kinds or like matter are applied by spray or brush." This award does not apply to painting on ships or lime washing.

It is clear that the work of painting steel standards with red oxide by means of a brush is an operation referred to in the said award. The fact that it may be work incidental to another kind of industry does not matter. There are many industries which, though merely incidental to others, are substantive industries for purposes of awards, and when, as in this instance, there is an award in existence prescribing rates of pay for a particular kind of work, it is incumbent upon employers to observe the award in that respect. The only alternative they have if they wish to avoid prosecution for breaches is to get the Court of Arbitration to vary the award.

The complainant having intimated that he does not press for a penalty in this case, I record a conviction and impose a nominal penalty of 1s. and costs.

APPLICATIONS FOR ENFORCEMENT.

(Agreement No. 65 of 1925.)

No. 367 of 1926; File 3185.

Charge: Neglecting to pay W. Armstrong, a charabanc driver, prescribed rates of wages during period 1st May, 1926, to 15th May, 1926.

West Australian Carters and Drivers' Industrial Union of Workers (Perth)
v.
T. G. Molloy.

13th August, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. O. E. Nilsson appeared for the complainant union.

Mr. R. F. Cooper appeared for the defendant.

9th September, 1926.

Reserved Decision.

Mr. CRAIG: Defendant is charged with a breach of an industrial agreement No. 65 of 1925, in that he neglected to pay one W. Armstrong, a char-a-banc driver in his employ, the rate of wages prescribed by the said agreement for the period commencing 1st May, 1926, and ending 15th May, 1926.

The facts proved are as follow:—

Defendant is the proprietor of motor vehicles plying for hire in the Metropolitan Area, an industry to which the said Industrial Agreement applies.

Just prior to 1st May, 1926, W. Armstrong, who had formerly been employed by defendant as a char-a-banc driver at a weekly wage and had left defendant's services several months before, entered into a verbal arrangement with defendant to drive one of his char-a-bancs in consideration for his receiving 20 per cent. of the gross amount of fares collected by him as such driver. The said char-a-banc was licensed by and in the name of defendant to ply for hire on a route specified in the license, and could not be used by Armstrong on any other route, without the consent of defendant and the licensing authorities.

It was agreed that defendant should supply the necessary petrol and pay for repairs to the char-a-banc, and that Armstrong should have the right to arrange his own time table for driving the char-a-banc on its licensed route and was not obliged to adhere to a fixed time table like the other drivers in defendant's employ who were paid a fixed weekly wage, and worked during hours prescribed in the Industrial Agreement.

Nothing appears to have been definitely agreed upon between Armstrong and defendant when they made the arrangement as aforesaid.

During the period between 1st and 15th May, Armstrong drove the char-abanc on its licensed route and at the end of each day handed over to defendant's manager the whole of the fares collected by him. At the end of each week he received from the said manager a sum equal to 20 per cent. of the total fares collected by him (Armstrong) during the week.

On the 15th May, 1926, the char-a-banc was damaged whilst under the charge of Armstrong and had to be sent to a garage for repairs. Thereupon, defendant being of the opinion that the char-a-banc had been damaged through the reckless driving of Armstrong, refused to allow him to drive it again, terminated the arrangement, and paid Armstrong the balance due to him on the 20 per cent. basis.

There is no actual proof that the damage to the char-a-banc was caused by the reckless or negligent driving of Armstrong, but I am satisfied that defendant had good grounds for suspecting that such was the case.

Armstrong received in all, for the 15 days he was driving the said char-a-banc, the sum of £6 2s., on the basis of 20 per cent. of the total amount of fares collected by him.

Under the industrial agreement the prescribed weekly wage for char-a-banc drivers is £4 16s.

It is contended on behalf of defendant that the relationship between him and Armstrong was that of lessor and lessee, and not master and servant.

After carefully studying the law bearing on this contention and applying the tests suggested by Judges of Courts of Appeal to the evidence in this case, I have come to the conclusion that the facts proved establish that the true relationship existing between defendant and Armstrong was that of master and servant.

It was intended between them that Armstrong should render personal services as driver of the char-a-banc, and he did so, and as far as the nature of the services would permit, Armstrong was as much under the control of defendant as he was when formerly engaged by him at a fixed weekly wage, and his duties were practically the same.

Defendant was dissatisfied with the manner in which Armstrong did his work when he formerly was in his employ, and on this occasion each considered that remuneration on a percentage of takings basis would be more satisfactory than a fixed weekly wage.

There was no "lease" or "agreement for lease" of the char-a-banc, and if such a contract was contemplated or intended by both or either of the contracting parties, it was never carried into effect.

I doubt if, in a strictly legal sense, a char-a-banc, being a chattel, could be the subject of a lease—a "hiring" or "bailment" is the appropriate term—but the mere use of particular words by the parties cannot determine the contract to be other than that which the other facts in the case show that it in fact was.

I am unable to agree with the contention of the complainant that Section 153 of the Act applies to contracts creating relationships other than that of employer and employee, which is practically the old relationship of master and servant.

The terms "employer," "worker," and "industry" in the interpretation clause are correlative. There must be a contract of service under which a worker undertakes personally to perform services for an employer in an industry to which an industrial award or agreement applies.

Whether or not there is such a contract is a question of fact depending upon the circumstances of each particular case. It is a contract which implies the exercise of control by the employer over the worker in his work.

The degree of control may vary—in some instances may be very slight—but there must be some control.

If the person employed is not in any way subject to the control of his employer in the performance of the contract between them, he is an independent contractor and neither he nor his employer, in relation to any work or industry the subject of the contract, is in any way affected by the provisions of the Industrial Arbitration Act, award or industrial agreement.

I find therefore that defendant is guilty of the breach alleged in the complaint, and being satisfied that it was not a wilful breach in the ordinary sense, I impose a nominal penalty of 1s. with costs.

I also order that, in addition, he shall pay to Armstrong the sum of £8 12s., being the difference between the amount paid to him by defendant and what should have been paid him under the industrial agreement.

QUARRIES.

Industrial Agreement.

This Agreement, made the 22nd day of September, one thousand nine hundred and twenty-six, between the Honorary Minister for State Quarries, the City of Perth, the Greenmount Quarries, Limited, and the Armadale Quarries, Limited, of the one part, and the Australian Workers' Union, of the other part, whereby it is mutu-

ally agreed by the parties thereto that the several stipulations, conditions, and provisions set out hereunder shall in all cases be binding upon and shall be faithfully carried out, observed, performed, and complied with according to the true intent and meaning thereof, and it is hereby mutually agreed by and between the parties thereto that this Agreement shall remain in force for twelve months therefrom, and thereafter until such time as it shall be terminated by either of the parties hereto by giving one month's notice in writing to the other. This Agreement shall apply to the various classes of employees set out in the Schedule "Rates of Wages" hereto, who are employed at the respective quarries by the abovenamed parties.

Interpretation.—For the purpose of this Agreement, "Officer in Charge" shall mean the Engineer or Supervisor in charge of the work. "Employee" shall mean any of the various classes of employees set out in the Schedule "Rate of Wages" hereto, who are employed at the respective quarries by any of the parties to this Agreement.

1. *Hours of Duty.*—Forty-four hours shall constitute a week's work. The hours of work shall be so arranged so that the employees shall work not more than eight and three-quarter hours on four days of the week and nine hours on the other day. All work shall cease not later than 5 p.m. on Friday.

2. *Overtime.*—All time worked outside of or in excess of the usual hours shall be paid for the first four hours after the usual stopping time, time and a half, and thereafter double time; provided that the employees called to start work within one hour and a half of the usual starting time shall be paid at time and a half until the usual starting time. Double time shall be paid for work required to be done on Sundays, Labour Day, Christmas Day, and Good Friday.

3. *Holidays.*—Employees after one month's continuous service shall be allowed paid holidays at the rate of one day for each month of service inclusive of the public holidays enumerated hereunder:—

Good Friday, Easter Monday, Labour Day, Christmas Day, New Year's Day, Anzac Day, and Picnic Day.

At each Christmas time all paid holidays then due shall be taken. Absence from work for any of the following reasons shall not break continuity of service, and the periods shall be considered as service for the purpose of this clause, namely:—

(a) Temporary stoppage of work for the Christmas or Easter holidays; provided the employee reports for duty on the date fixed for the resumption of work.

(b) Inclemency of the weather; provided the employee is ready and willing to work if called upon.

(c) Leave granted by the Office in Charge on account of illness or special necessity up to a period not exceeding six days in any one year.

4. *Working in Higher Grade.*—Any worker carrying out work classified at a higher minimum than his ordinary rate for two hours in any shift shall be paid at the minimum rate for such work for the whole of the shift; provided that such minimum rate is not lower than such worker's regular rate of pay; if he be employed for less than two hours at work classified at a higher minimum than his ordinary rate he shall be paid his ordinary rate for the whole shift.

5. *Wet Ground.*—Any man working in wet ground shall be paid one shilling per day extra.

6. *Water Supply.*—A supply of boiling water shall be available at noon each day for making tea.

7. *Payment of Wages.*—In the event of men being paid off, they shall be paid on the works at the time they are discharged, otherwise their expenses shall be paid by the employer going to and from the employee's home to collect his money.

8. *Respirators for Dust.*—Men working on plants shall be supplied with respirators when requested.

9. *Rates of Wages*—

	Per hour. s.	d.
Dimensions Stone Quarrymen	2	6.27
Powdermonkey	2	3.82
Crusher Feeder	2	3.14
Machine Man	2	2.32
Spallers	2	2.32
Jumper Man	2	1.56
Hammer and Drill Man	2	1.56
Men barring down	2	2.32
Loader railway wagons	2	0.82
Nipper under 15 years of age	1	2,34
Nipper, 16 years to 17 years	1	3.93
Nipper, 18 years and over	1	5.53
Blacksmith's Striker	2	1.64
Men filling wagons under bin where no provision has been made to abate the dust nuisance	2	2.32
Other workers	2	0.82

If, after the first week of employment, a worker who is able and willing to work is not provided with a full week's work, he shall be paid at the rate of 1½d. per hour extra for each hour actually worked, provided that the extra wage so paid shall not exceed in any one week 44 hours' pay at the ordinary rates.

10. This Agreement is based on a basic wage of 85s. per week for Perth.

Signed by the said the Honorary Minister for State Quarries.

(Sgd.) JAS. CUNNINGHAM.

(Sgd.) W. S. Andrew,
Witness.

The Common Seal of the Council of the City of Perth was hereunto affixed in the presence of—

(Sgd.) J. T. FRANKLIN,
Mayor.

(Sgd.) W. E. Bold, Town Clerk,
Witness.

Signed by the said Greenmount Quarries, Limited.

(Sgd.) ALF. H. VINCENT,
Greenmount Quarries, Ltd.

(Sgd.) H. G. Cargill,
Witness.

Signed by the said Armadale Quarries, Limited.

(Sgd.) ARTHUR H. PETHER,
Secretary The Armadale Quarries, Ltd.

(Sgd.) R. W. Forsarth,
Insurance Manager,
Witness.

Signed for and on behalf of the Australian Workers' Union, W.A. Branch.

(Sgd.) A. J. WATTS,
Branch Secretary.

(Sgd.) H. Jackson,
Witness.

TIMBERYARDS, SAWMILLS AND WOODWORKERS' EMPLOYEES' AWARD.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 4 of 1926: File 3089.

Before Mr. Justice Dwyer (President) Messrs. W. Somerville and O. L. Bloxsome.

United Metropolitan Timberyards, Sawmills and Woodworkers Employees' Union of Workers, Applicant, and the Timber Merchants' Association of W.A., Respondent.

Mr. E. H. Barker appeared for the Applicant. Mr. L. L. Carter appeared for the Respondent.

The following remarks were made by the Court at the speaking to the Minutes on the 8th September, 1926.

HOURS OF WORK.

The President (His Honour Mr. Justice Dwyer).

The most important question submitted to the Court in this reference is that of the hours of work. It is a question which has been fought for some years past in both Federal and State Courts and in Parliament. The Parliament of Western Australia has left this question to be decided by the Arbitration Court, which means of necessity that, as each reference involving a question of hours comes before us for determination, the Court must come to a decision on the merits of each case.

In the present instance, Mr. Barker for the employees, and Mr. Carter for the employers, have both furnished a great mass of evidence for our consideration. I have personally considered most carefully all this and have left no cavern, whose whereabouts I could ascertain, unexplored in my endeavour to obtain light and leading on this important question. If I do not refer to all the documentary and oral evidence put in, it is simply because of consideration for the necessity for conciseness.

I shall approach the question in the first instance by considering it from a general point of view in order to make my own views clear, not only in this, but in other cases that may come up for consideration.

There is no doubt from the mass of documentary evidence submitted by Mr. Barker that there is and has been for some years a strong tendency all over the world to reduce the hours of labour. This has been more marked since the close of the world war, and has had a marked impetus given to it by an Article of the Labour portion of the Treaty of Versailles, which reads as follows:—

> "The adoption of an eight hours' day or a forty-eight "hours' week as the standard to be aimed at where it has not "already been attained."

In considering this Article it must be remembered that it was addressed to all countries in many of which there had previously existed a fifty or sixty, or even, seventy hour standard, and was meant as a sort of finger post to be arrived at by those countries which had lagged behind others in industrial conditions.

In Australia we, for many years, led the van of progress in this respect, and we have taken a just pride in the conditions of the worker here as contrasted with almost all other countries. But, in the meantime, other countries have been moving, and we are no longer the sole occupants of the industrial pedestal.

During the many years that the forty-eight hour week has been the standard here, there have been many improvements in machinery, producing much greater output in quicker time and at less cost; and surely it may well be asked why should not the worker, as well as the employer, have some share in these advantages—or to put the question in another form—should not the worker be a sharer in this general increase in productivity? He can be made a sharer by improvement in his general conditions of work as, for instance, the granting of holidays with pay, by increasing his real wages as distinct from his nominal wages, and by lessening his hours of work. That the worker is entitled to share few will deny, and it seems to me that the only question for solution in every instance is as to what share the worker should get, and in what manner it should be given to him, and the application of the principle to any particular industry. Since man does not live by bread alone, it is frequently of more advantage to the worker and the community that his share should take the form of improved conditions and shorter hours rather than higher wages. To deny the worker this right to share in some or even all of the methods mentioned would be to stop all progress in industrial welfare conditions, to reduce the workers' lot to the law of supply and demand merely, to breed a spirit of discontent and unrest in the community and to accentuate the differentiation of the people into two classes—the employing and the employed, and foster the jealousy and suspicion with which in many instances, even now, the one class views the other.

INDUSTRIAL FATIGUE: HEALTH AND OUTPUT.

One of the principal matters for consideration in dealing with the question of hours of work is the effect of what is now termed "Industrial Fatigue." Much has been written on the subject, especially in recent years, and there is a special department of psychology now assigned to its study and research. What is this "Industrial Fatigue"? The best explanation of the term I have seen is that contained in the Final Report of the British Health of Munition Workers' Committee in its publication entitled "Industrial Health and Efficiency," and is as follows:—

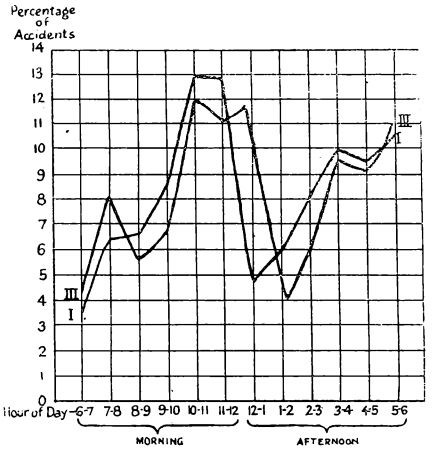
> "Fatigue is the sum of the results of activity which show "themselves in a diminished capacity for doing work. "Fatigue may spring from the maintained use of intelli-"gence, the maintenance of steady attention, or the continued "use of special senses. When the work is monotonous fatigue "may appear in the psychical field; monotony may diminish "capacity for work, on the other hand "interest" may in-"crease it. Fatigue should be detected and its causes dealt "with while it is still latent and before it becomes excessive. "The tests of fatigue are diminished output, the failure of "concentration as shown in increased accidents and spoiled "work, staleness, ill health and lost time."
>
> "Without health there is no energy; without energy there "there is no output. More important than output is the "vigour, strength and vitality of the nation. The conditions "essential to the maintenance of health are: first, personal "conditions or those favourable to the body itself (*e.g.*, food, "fresh air, exercise, warmth and adequate rest), and secondly, "a satisfactory environment (*e.g.*, a safe and sanitary fac-"tory and suitable hours of work, good housing accommo-"dation and convenient means of transit.)"

One of the main arguments for a reduction in hours has been that of Industrial Fatigue which, it is said, occurs towards the end of any prolonged spell of work. This aspect of the question, and its effects as regards output, has been the subject of special study and consideration by scientific investigators in Australia, America, Great Britain, France and other countries, and many

volumes have been written about it, together with special articles in the journals devoted to Economics and Industrial matters.

Among the many contributers to this subject was Professor Muscio of Sydney University, who was an outstanding figure in the domain of Psychology, which he had made his own special study.

The Professor deals with the question of fatigue from the point of view of the occurrence of accidents, and the following graph taken from his book illustrates the distribution of accidents among working hours in Germany and England in the Manchester Industry during the years 1911, 1912 and 1913. In this, graph I. refers to Germany—all industries—in 1887, and III. to Lancaster, England—Cotton Industry only—in 1908.



Again, he illustrates the same thing by a similar graph which shows the result as regards accidents in certain factories in the same industry in America.

In dealing with this graph, Professor Muscio comments as follows:—

"Considering the differences of locality from which, and "the time when the statistics represented by these two curves "were collected the similarity between them is striking. It "will be seen that the curves dip slightly towards the final "hours in both morning and afternoon. The explanation "of these dips is almost certainly that, so far as the morning "is concerned, there were during the hours represented by "the dips, relatively few operatives actually at work, owing "to the intervention of the lunch hour; while in the after-"noon a short interval for refreshment in many establish-"ments probably allowed for some recovery from the effects "of fatigue, and thus temporarily decreased the rate of the "occurrence of accidents."

The Professor further comments as follows:—

"If we analyse the accident situation still further it seems "probable that many industrial accidents occur as the result "of fatigue of certain *mental* processes. Some, of course, are "due to faulty machinery, or to animals, or even weather "conditions, but these seem to be in the minority. The "psychological facts here relevant are these: Accidents fre-"quently occur because the person does not make the *correct* "*motor response* (or movement) in a given situation: cor-"rect motor response to a situation is dependent upon an "*accurate perception of the situation and a memory of the* "*correct response* in such a situation; *fatigue* interferes both "with *accurate perception* and with *memory*. In an accident "situation therefore, fatigue will operate to interfere with "appropriate response, and, if the correct response be made, "to delay more or less the making of it, a small delay may "mean that an accident happens, especially where modern "machinery is concerned."

As regards the question of output in dealing with fatigue, the following table is given by Professor Muscio:—

Output of four typesetters of the Nicholai Printing House at Florence, also the distribution of errors among the different hours of the working day.

Hours of Day.	Average No. of Lines set.	Average in per cent.	Average No. of errors.
Morning—			
8 to 9 ...	21	13·75	17
9 to 10 ...	26	17·02	10
10 to 11 ...	23	15·06	18·28
11 to 12 ...	21·5	14·08	28
12 to 2 ...	rest and lunch	(2 hours).	
Afternoon—			
2 to 3 ...	24·7	16·17	5·5
3 to 4 ...	20·5	13·42	22·6
4 to 5 ...	16	10·47	30

The Professor's comment on these and other figures and statistics to the same effect, is as follows:—

"Such facts as have been discussed seem to justify us in "holding two fairly general propositions, *firstly*, that a de-"crease in industrial fatigue will effect a decrease in pro-"portion of industrial accidents; *secondly*, that a decrease "in industrial fatigue will effect an increase in the value "of the industrial product. There is a further justification "for believing these propositions in the fact that the stat-"istics that have been presented are more or less typical. "Our practical conclusion therefore, is that, from a purely "utilitarian point of view, every effort should be made to "decrease industrial fatigue."

A very recent publication dealing with the same matter of fatigue in industry is that by Frank Watts, M.A., Lecturer in Psychology in the University of Manchester, entitled "An Introduction to the Psychological Problems of Industry." In dealing with the question of output Mr. Watts inserts a graph showing the typical output curve for repetition work. (From the "Human Machine," F. S. Lee.) The graph is self-explanatory, showing clearly that the least profitable periods of the day's work are those immediately preceding the lunch hour and those preceding the final departure in the evening.

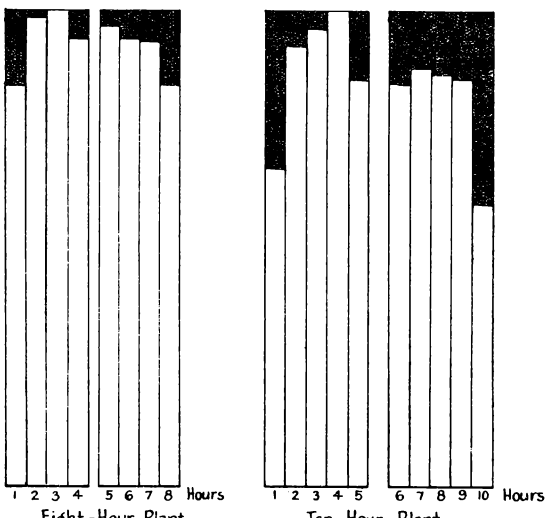
Typical output curve for repetition work

The following extract taken from his book illustrates the effect of reduction of hours:—

"As an illustration of the greater efficiency of the shorter "working week a few cases may be quoted. In one British "factory during the War a decrease from 58.02 to 41.02 in "the average hours worked weekly was accompanied by an "increase of 22 per cent. in the output (sizing fuse bodies). "In a second munition factory a decrease from 66.09 to "45.06 in the average hours worked weekly by women workers "in turning aluminium fuse-bodies resulted in an increase of "9 per cent. in the output. In a third factory there was a "fall of just one per cent. (milling screw threads) when the "average hours worked weekly were reduced and fell from "64.09 to 48.01. The loss, in this case, however, was more "than counterbalanced by the saving in factory lighting and "in the wear and tear of machinery."

The following diagram taken from a report by two experts, Josephine Goldmark and Mary D. Hopkins, under the general direction of Professor F. S. Lee, in connection with studies in "Industrial Psycholoy: Fatigue in Relation to Working Capacity," shows in a graphic form the comparative maintenance of output at two factories. The relative hourly approximation to maximum production is indicated by the black and white areas on the charts. The black space in each column shows how far each hour falls short of maximum efficiency. The smaller black area for the 8-hour plant, in contrast with the larger black area for the 10-hour plant, shows the closer approximation of the former. The diagrams also show clearly that the capacity for work decreases as the hours of labour extend, thus bearing out the conclusion already referred to by the previous authorities.

COMPARATIVE MAINTENANCE OF OUTPUT AT THE TWO FACTORIES



Another acknowledged authority on this question is Dr. H. M. Vernon, M.A., M.D., Investigator for the Industrial Fatigue Research Board. The following extract is taken from his book at page 37:—

"A striking proof that an increased speed of production "is attained unconsciously is furnished by the fact that it "applies to workers on a time rate no less than to those on "a piece rate. In 1893 Messrs, Mather and Platt reduced "the length of the working week from 53 hours to 48 hours "at the Salford Iron Works, a factory engaged in general "engineering work. As a result of a very careful and "accurate comparison of output in the year before and the "year after the change it was found that production was "slightly increased, although the amount of increase is not "stated. The output of the piece-workers, however, was .5 "per cent. less than in the preceding year, so it follows that "the output of the time workers must have improved to a "greater extent than that of the piece-workers. In splitting "up the trial year into three approximate equal periods it "was found that in the first period the output of the piece-"workers was .9 per cent. less than before; in the second "period it was .7 per cent. less, and in the third period it "was .1 per cent. more. Hence in this engineering works "the time required to attain equilibrium between output and "the reduced hours of work was at least eight months. Sup-"posing the workers are told that an improved output is "expected of them when their hours are reduced, they may "by voluntary effort, increase their output immediately, but "even then, it takes them some weeks to get into equilibrium "with the altered conditions. When the daily hours of work "at the Zeiss Optical Works, Jena, were reduced from 9 to "8 the workers made a vigorous effort to improve the out-"put, and in the first week after the change the speed pro-"duction (as estimated by electric power observations) was "found by Abbe to have increased 19.5 per cent. The men "had overshot the mark so much that they were over-"fatigued, and in the next week the improvement fell to "5.5 per cent. In the next two weeks it rose to 10.2 per "cent. and 12.9 per cent. respectively, and then settled down "to a fairly steady level."

The following extract from the same publication is to the same effect:—

"Another industry which may conveniently be grouped "under chemical manufactures is soap making, for the essen-"tial processes are chemical in nature. The only evidence "I have met with relates to a large soap factory where the "hours were reduced from 53 to 48¾, and then to 44. Out-"put was maintained under the shorter hours, but in the case "of the machine workers it was necessary to speed up the "machines. However, the fatigue of the work was diminished, "and the time keeping was greatly improved.

"Another industry coming under the heading of human "and mechanical labour may be briefly described here. It "concerns the manufacture of insulating apparatus. A "manufacturer reduced the hours of work in one department "from 8 to 7, and in spite of the objections of the men, who "thought that their earnings would be diminished. How-"ever, after a few days they found they could produce as "much as before, but it appears probable that with these "hours they reached their limit of speed."

The latest book on the subject of Industrial Psychology is a work by Dr. Charles S. Myers, C.B.E., published in 1925. Dealing with the question of industrial fatigue, the author says as follows:—

"The adaption of the worker to the length of the work-"ing day has been well demonstrated by observations on the "effects of the changes in the length of industrial working "hours. An improvement in the rate of output almost in-"variably results from shortening the working day. But it "does not, as a rule, occur immediately, or at all events, it "does not attain its maximum effect immediately. Weeks "or even months may elapse before the full beneficial effect "is reached of the reduction of hours on rate of output. "The output continues slowly to rise for a period varying "no doubt with the worker until consciously or unconsciously "the worker adapts himself to the length of his day's work "or of his spell or shift. Hence, when that length is sud-"denly shortened, some considerable time is needed, during "which he changes his rate of output, before he can adapt "himself completely to the new conditions of work."

Then again the same author makes also the following statement:—

"More recently the output records of four factories in the "tin-plate industry have been studied. The hourly output "during four-hour shifts was found to be 11.5 per cent. "greater than when eight-hour shifts were worked. Under "the short-shift system the output no longer showed the "serious fall at the end of each day which had occurred in "the longer shift system. The amount of time lost was also "less. In certain glass works it has been found that the "hourly output increased by about 10 per cent. when eight-"hour shifts were substituted for ten-hour shifts. There "was also an appreciable reduction in spoilt work and de-"crease in lost time when the shorter shifts were introduced. "The increase in the rate of output in the eight-hour shifts "allowed of a twenty-four hours' use of the plant, the total "daily output was higher than when the ten-hour shifts were "employed, which involved only a twenty-hour use of the "plant daily."

There are many other books and reports containing similar matter to the foregoing, but the typical examples and extracts already given should suffice.

The *Labour Gazette,* published by the Department of Labour, Canada, in its issue of February, 1925, contains in a summarised form a report as to the extent to which the conditions of production and labour in France have adapted themselves to the eight-hour day. It remarks that the reports show that a marked improvement had been effected in production, partly attributable to better equipment and organisation, and partly to the new limit of working hours. The following are a few typical examples taken from those quoted:—

"(a) *Wire Mills in East of France.*—The workers produce "about 40 per cent. more than on a ten-hour day before 1914.

"(b) *Berlaimont and Douai Coopering Factories.*—In the "Berlaimont factory the comparison between pre-war results "on the ten-hour day and post-war results on the eight-hour "day show that in the first eight-hours of work output has "been eight articles per hour, or 64 for the eight hours, "whereas it was only 72 for the ten hours. The ninth hour "gave only five articles, and the tenth hour three articles. In

"the Douai factory output per hour per man immediately "went up, and with the same staff, where 160 articles per "month were produced, 1,000 are now produced. From these "figures it would appear that the output of the ninth and "tenth hours were, per hour, only half the average of the "eight preceding hours. Therefore, the wages correspond-"ing to the casks manufactured during those two hours cost "double what they cost in the previous eight hours. It was "also noted that, during December, 1923, when one hour's "overtime was done per day by all the staff, there was no "improvement in output and no fall in the cost price in "comparison with the other months.

"(e) *Vassaux Factories* (which manufacture articles in "ebony).—The output with 11 workers is 20 per cent. "higher than that obtained with 13 workers under the ten-"hour system."

In considering the general question, among other documents examined were two reports from the Hon. G. S. Beeby. I place very great importance on these reports, and the conclusions arrived at therein, in view of the fact that Mr. Beeby has been selected by the Federal Government as one of the Judges in the Federal Arbitration Court.

The first report by Mr. Beeby was submitted in 1919. At that time he was Minister for Labour and Industry in the then Storey Government of New South Wales. Mr. Beeby travelled through the United States of America and Great Britain investigating the industrial conditions in these countries, and on his return submitted a voluminous report dealing with same. Under the heading "Suggestions for Immediate Reforms" at page 106 of this report he submits, *inter alia*, the following:—

"(4) That as rapidly as possible what is known as the "'clean eight-hour day' should be adopted, *i.e.*, that normal "working hours, with necessary exceptions, shall be eight "hours per day on five days with the Saturday half-holiday. "This change could be applied first of all to female and "child labour and subsequently extended to other occupa-"tions without any serious effect on production."

The other report of Mr. Beeby is dated November, 1920. Some time prior to this Mr. Beeby had been appointed a Judge of the Court of Industrial Arbitration and President of the New South Wales Board of Trade. Whilst occupying these positions he was appointed a Royal Commissioner to inquire into the working hours of the employees engaged in the industries, trades, etc., in and about Sydney in the iron trades and in the building trades.

The conclusions he arrived at are stated at length in his report. As regards the building trades, as these have already secured, in this State, as in New South Wales, a 44-hour week, it is unnecessary to mention them. As regards the iron trades group, Mr. Beeby submits the following recommendation:—

"I have come to the conclusion that the iron trades em-"ployees, as well as those of the building trades, are en-"titled as a matter of general public policy to a reduction "of working hours to 44 per week, but that this change "should not, as to this group of industries, be brought into "operation for a period of six months. The need for the "continuous activity of all available mechanics in order to "keep up the output and all the State to seize the oppor-"tunities that exist for the extension and development of "industries within the group will make the immediate adop-"tion of a shorter working week a matter of serious public "mischief. As previously stated, with the exception possibly "of casual boilermakers, there is a definite shortage of skilled "mechanics, and the shorter working week will not result in "workmen getting further time for leisure and recreation, "but in the payment of increased overtime.

"I am satisfied that if a reasonable period is allowed to "elapse to permit of consideration of new methods of in-"creasing the supply of skilled labour, and of the framing "of a scheme of unemployment insurance, and if employers "are given a reasonable time to complete existing contracts "and to re-organise their plants and methods, the change "can be effected without resulting in serious public mischief."

The question of course naturally arises in dealing with the statistics and tables furnished and the documentary publications, as to what effect the reduction of hours has with regard to work performed according to the type of machines in use. The following extract from the report of the Factory Inspectors in Great Britain after the adoption of the eight-hour day represents the observations on the experiment there:—

"When the production depends almost entirely on the "speed of machinery, as in cotton or woollen spinning, the "output is said to be reduced in a proportion nearly if not "fully corresponding to the reduction in hours. In other "machine operations which call for constant alertness on the "part of the operator (*e.g.* weaving) output has not suf-"fered to this extent, and in exceptional cases, has scarcely "been affected at all. In a third class of process, where "output is largely or entirely dependent upon the exertion "of the worker, there is frequently no loss in production; "indeed, in one wholesale tailoring establishment an increase "of 40 per cent. is reported (partly due to reorganisation), "while in a boot factory, where the hours of work were "reduced from 52 to 48 per week, there was a considerable "increase in output."

Again in the volume entitled "Practical Experience with the Work Week of Forty-eight Hours or less," pp. 9-10, containing conclusions of the National Industrial Conference Board of Inquiry in 1920, we find the following:—

"The character of the work, *i.e.*, whether the process was "largely hand work or machine work for the most part de-"termined whether or not it was possible for the worker to "increase hourly output.

"In those industries such as cotton manufacturing, where "highly automatic machine processes predominated, the out-"put was limited almost entirely by the speed of the ma-"chines. In practically every case a reduction of hours was "accompanied by a decrease in output. In those industries, "however, where hand work predominated in manufacturing "processes or where the skill and speed of the operative in "handling the machines were the controlling factors, such as "in the boot and shoe industry or in a certain kind of metal "manufacturing, and in certain miscellaneous industries, it "was possible to increase the hourly output of the workers, "in some cases to the extent of entirely compensating for "the loss in working time or even exceeding the previous "weekly production."

In considering this question, the nature of the occupation of the worker must also be borne in mind. Industrial fatigue may be produced not only by long hours, but by close atmosphere, noise, vibration, bad light, and monotony of work. It would

appear to me that employment in factories does not stand on the same plane as employment in, say, the agricultural or pastoral industry. In the latter there are periods when the worker has to work long hours, but there are also periods frequently occurring when he has little or very light work to perform. Then, too, in the agricultural industry there is a seasonal change of employment, thereby lessening the psychological effect of his work as producing industrial fatigue. Again, a ploughman or harvester when he spells his horses, necessarily also has to rest himself, and this spell or rest, as experiments demonstrate, renders him more capable of renewed exertion. However, it would be unwise to prophesy what changes may be produced even in these industries by the introduction and general application of machinery.

The trend of modern machinery, particularly in factory work, is to increase the monotony of employment, and with it, fatigue. The old-time tradesman is to a large extent disappearing. In the old days an artisan was an artist. He made a complete work, a finished design. Now, however, he no longer paints a picture —he draws a line. The effect of this monotony is to produce to an extent hitherto unknown, a feeling of mental weariness. This reduces the worker's efficiency in productive power.

The effects of methods of remuneration must also have undoubtedly some effect upon the measure of output. If payment is by piecework, and the hours are reduced, the piece-worker will use every incentive to keep his wages up to the same mark as previously, though this would also point to the fact that the worker himself could, if he so wished, make up on a reduction of his hours of work, by intensive application, any loss of output. And if, when his hours are shortened, the worker applies the finishing spurt before knocking off, much would be done to reduce any deficiency in output.

The objection to a general deduction from the facts set forth may well be taken that they for the most part relate to a reduction of hours from over fifty to forty-eight, or a comparison between a ten or twelve-hour plant and an eight-hour plant. This is true, but when the figures and statistics are viewed as a whole, it will be seen, however, that a reduction from forty-eight to forty-four hours would probably not mean a proportionate reduction in output. It has been clearly demonstrated that the output towards the end of a shift, after the worker has been at work for some considerable time, considerably decreases, and, therefore, the lessened output would not be in proportion to the number of hours lost to the employer.

All authorities seem to come to the conclusion, however, that it would be unwise to look upon the results immediately following the change-over to lessened hours as indicative of the output after a period had been allowed for normal conditions to obtain. At least a six-month period should elapse before the output, after the reduction, should be compared with the output before the reduction. This is still further borne out by the evidence of Mr. Whittaker, a sawmill proprietor, on behalf of the employers, in the present case. Mr. Whittaker gave the returns from his mill, showing—

"A." The output for twenty-one months prior to the introduction of the 44-hour week.

"B." The output for the twenty-one months during which the 44-hour week was in operation.

"C." The output for the twenty-one months following the reintroduction of the 48-hour week.

These returns cover a continuous period from April, 1919, to June, 1924.

The following is an analysis of the return, but as the details are important, I am annexing hereto the returns in full.

"A."—48-HOURS ANALYSIS.

Date.	No. of days worked.	Output.			Average per day.		
		loads	c. ft.	c. in.	loads	c. ft.	c. in.
April to Oct., 1919 ...	155	4,940	20	8	31	43	8
Nov., 1919, to April, 1920 ...	137	4,488	29	5	32	38	2
May to Dec., 1920	201	5,939	39	9	29	27	6
Totals	493	15,368	39	10	31	8	8

"B."—44 HOURS ANALYSIS.

Jan. to June, 1921	140	3,929	38	10	28	3	5
July to Dec., 1921	150	4,631	17	10	30	43	9
Jan. to Sept., 1922 ...	203	6,537	8	11	32	10	1
Totals	493	15,098	15	7	30	31	3

"C."—48 HOURS ANALYSIS.

Oct., 1922, to Mar., 1923 ...	143	5,095	25	1	35	31	7
April to Sept., 1923 ...	152	5,418	20	0	35	32	4
Oct., 1923, to June, 1924 ...	198	6,812	26	8	34	20	4
Totals	493	17,327	21	9	35	7	5

As regards these returns, in his evidence before the Court Mr. Whittaker submitted only statements marked "B" and "C," but at the request of the Court he subsequently forwarded for its information statement "A."

Again in dealing with statements "B" and "C," the sworn evidence of Mr. Whittaker is as follows:—

"Can you say whether the mill conditions were similar "during the two periods or was there any alteration in the "plant?—No; the plant was exactly the same."

"And the number of men employed?—Round about the "same. We always cut the biggest output that is possible "No machines are kept idle at any time, even though there "may not be orders. There is always cutting for stock.

"The comparative tables you have put in would both be "under the same conditions. There is no overtime?—No "overtime.

"The same number of men were employed?—Yes; the con-"ditions are not altered in any shape or form that I am "aware of.

"At the first glance it appears to prove too much?—It "does.

"More than you want it to prove?—Yes, but those are "the actual figures. It is possible but I do not know it to "be so, that the conditions may have been somewhat more "favourable. As far as I know, however, the conditions "were exactly the same."

When forwarding statement "A," which was done after evidence had been closed. Mr. Whittaker stated that there was some shortage of hours during the "A" period, and inferior bush dur

ing the "A" and "B" period. However, it is probable that any long period in any bush mill would show some variations from the normal. An examination of these returns discloses the following:—

(a) The first six months after the introduction of the 44-hour period showed a marked decrease in output as compared with other periods which corresponds with and fully bears out the opinions of the text book writers already quoted, and such period should be eliminated in any comparison as to relative output.

(b) The final nine months of the 44-hour period almost equalled in comparative output any period of the old 48-hour period in "A."

(c) The final months of the 44-hour period showed very satisfactory output results on a comparative basis.

Further evidence as to output in the two contrasted periods was furnished by Mr. Carter on behalf of the employers in the statements supplied by Mr. Corke to the Commonwealth Arbitration Court. This evidence, however, loses much of the importance and the weight that might otherwise be attached to it, owing to the fact that it gives merely the total output, and does not give the weekly or monthly output during the periods under review at the time. In order to arrive at a just appreciation of this question of output it is, in my opinion, necessary to examine these details.

It may perhaps be said also that if the hours of work are reduced to 44 per week, why not reduce them still further. This is an argument which can be used on both sides and produce an absurdity and may, therefore, be cast aside. There is, however, no doubt that in this question as in many others, there is a point of maximal efficiency. There is also no doubt that what that point is will only be known after a long series of experiments and investigations. But with the knowledge before us that there is a tendency, not only here in Australia but throughout the world, for a shorter working day, that the limit for each day is towards eight hours, that with the introduction of new machinery, output may be many times multiplied, and that it is only fair that the worker should share in the blessings produced by the introduction of such machinery there seems little argument left why it is not safe to make the experiment, where circumstances permit, of a reduction of the hours of labour so as to make the day a clean eight-hour working day.

This much, however, might be added, that so far as output is concerned it seems economically unsound, in view of the experiments and deductions of the authorities on industrial psychology to work the 44 hours in five days. The extra three-quarters of an hour each day is a period of lessened activity and exhaustion, whilst the four hours on Saturday morning are, except towards the end hours, of high production. It may be of course that there are occupations and industries when there are countervailing advantages which would go to equalise the lessened output.

The option of choice between the five-day week and the five and a-half day week is frequently left with the employer, who is the party most concerned as to output, and this has been done in the present reference. But before the Saturday is dropped as a working day I would urge the greatest caution to be taken by experimental tests of output and efficiency. Moreover, it seems to me the real reform should be towards the clean eight-hour day.

Again it may be possible by the employers and workers agreeing upon a piece-work system, in which proper safeguards are provided against the reprehensible system of cutting down on the one hand, and the system of under-production based upon suspicion on the other hand, to make up any loss in output that may be experienced. And if piece-work is not practicable then the workers themselves can do something, even with decreased daily working hours, to level up the working curve.

COMPETITION.

Another and important element for consideration in withholding or awarding the 44-hour week is the question of competition, which is generally a question of interstate competition. In this connection the following facts are of importance:—

(a) In Queensland, with the exception of a few occupations, the 44-hour week obtains.

(b) In New South Wales Parliament has recently enacted a 44-hour week to obtain generally in that State.

(c) In Victoria, according to a report submitted by the Wages Board and the Court of Industrial Appeals there obtaining, the following occupations work under the 48-hour week.. The hours worked are set out in brackets:—

Bootmakers (44), Bricklayers (44), Builders' Labourers (44), Carpenters (44), Carters (44, 46, 48), Chaff Cutters (46), Char Workers (44, 46), Chemical Manufacturers (44, 46), Cigar Makers (44), Clerks (in shops 43, 46), Clerks (in Solicitors' offices 40), Dental Mechanics (40), Dispensers (46), Dressmakers (44), Engravers (46½), Farriers (44), Gardeners (44), Hat Makers (44), Knitters (45), Lime Burners (44), Opticians (45½), Organ Builders (44), Painters (44), Photographers (44), Plasterers (44), Plumbers (44), Printers (44, 42), Printers (Country 42), Printers (Daily Newspapers 42), Process Engravers (44), Quarrymen (44), Sewer Builders (44), Shirt Makers (44), Boot Shops (44), Slaters and Tilers (44), Soft Goods Warehousemen (44), Stone Cutters (44), Storemen and Packers (44, 46, 48), Tanners (furred skins 44), Tile Layers (44), Tuckpointers (44), Umbrella Makers (44), Underclothing Makers (44), Watchmakers (45).

(d) In South Australia the following trades and occupations are in the 44-hour standard:—

Timber Yards. Brewing, Flour Milling, Bootmaking, Hat Making, Tailoring, Shirt Making, Printing, Building Trades (Masons, Carpenters, Plumbers, Plasterers, Painters, etc.).

(e) In Tasmania the following trades and occupations are in the 44-hour standard:—

Coopering, Picture Framing, Timber Yards, Tailoring, Printing, Building Trades (Masons, Carpenters, Painters, etc.).

(f) With regard to New Zealand and the United States the following information is of importance as showing the tendency in these countries to a shorter working week:—

NEW ZEALAND.

The following table, taken from the New Zealand Year Book, 1926, shows index numbers of hours worked in the various industrial groups for the years 1914 and 1924:—

(BASE: DOMINION WEIGHTED AVERAGE HOURS WORKED IN ALL INDUSTRIAL GROUPS COMBINED, 1909-13—1000.)

Group.	1914.	1924.
Food, Drink and Tobacco	993	945
Clothing, Boots, etc.	928	901
Textiles and Weaving	976	934
Building	910	901
Wood-manufacture	951	917
Printing, etc.	978	890
Metal-working and Engineering	958	908
Other manufactures	973	945
Mining	958	920
Land Transport	1,002	952
Shipping and Cargo-working	1,054	1,098
Domestic Service	1,203	982
Miscellaneous	955	890
All Groups	995	946

In the above table I have given only the first and last years recorded, but the Year Book gives the Index Figures also for the intervening years. In commenting thereon the Statistician states:—

"Very little movement in hours has been recorded during "the period, the outstanding feature of the table being the "gradual and almost uninterrupted decline in the Index "Number."

The following table is also taken from the New Zealand Year Book, 1926, and shows the hours worked in the most important occupations in 1914 and 1925. This evidences a reduction of hours in practically all occupations quoted, and shows at the same time the occupations which had secured a 44-hour week on the 31st March, 1925:—

AVERAGE HOURS WORKED PER WEEK, 1914-1925.

Occupation.	1914.	1925.
Bakers	48	46
Butchers—Shopmen	56	48
Butter-factory Employees	48	48½
Flour-mill Employees	48	48
Freezing Works Employees	48	44
Aerated Water and Cordial-making Employees	46½	46
Brewery Workers	46¼	44¼
Tailors	48	44
Tailoresses	45	44
Boot Operatives—Male and Female ...	45	45
Woollen Mills Employees—Male and Female	48	45
Bricklayers	45	44
Carpenters	44¾	44
Joiners	44¾	44
Plasterers	44	44

AVERAGE HOURS WORKED PER WEEK, 1914-1925—*continued.*

Occupation.	1914.	1925.
Plumbers	44	44
Sawmill hands	46½	46¼
Boatbuilders and Shipwrights	47	44
Blacksmiths	46¼	45
Boilermakers	47¾	44
Tinsmiths	47	44¾
Skin and Leather Workers	48	48
Mineral and Stone Workers	47	47¾
Miners (Coal) Surface	43¼	44
Underground	43¼	43¾
Miners (Gold)	47½	45¼
Quarrymen	47¾	46¾
Railway Employees—		
Engine-drivers and Firemen	48	44
Guards	48	48
Tramway Employees—Conductors and Motormen	48	48
Shipping—		
Stewards	...	60
Cooks	...	60
Seamen	56	56
Waterside Workers	44	44
Hotel Workers—Male and Female	65	48
Softgoods Assistants	48	48
Warehouse Storeman	45½	44
Grocers' Assistants	52	47
Restaurant Workers—Male	61¼	51
Female	52	48

UNITED STATES OF AMERICA.

The following tables are compiled from Bulletin No. 388 of the United State Bureau of Labour Statistics of June, 1925:—

Table 1 shows the weekly hours of labour in the principal trades in sixty-six of the largest cities of the United States. For the sake of conciseness I have omitted the subdivisions and given merely the groups: —

Occupations.	Average hours per week.	Per cent. of Members whose hours were—			
		44 or under.	Over 44 and under 48	48.	Over 48.
Baking Trades	47·6	3·4	7·6	85·0	4·1
Building Trades	43·9	96·9	1·8	0·8	0·5
Chauffeurs, Teamsters and Drivers	57·1	1·7	...	10·3	87·9
Freight Handlers ...	48·3	...	0·1	91·7	8·1
Granite and Stone Trades	44·0	99·8	...	...	0·2
Laundry Workers ...	48·1	...	...	96·0	3·9
Linemen	46·9	40·3	...	45·7	14·1
Metal Trades	46·7	36·2	0·5	55·2	8·1
Mill Work—Carpenters, Glaziers and Painters ...	44·8	75·5	2·1	19·8	2·6
Printing and Publishing—					
Job Work	44·4	90·0	0·1	9·9	...
Newspaper	45·4	24·5	37·7	37·8	0·1
Grand Average for all trades	45·9	70·1	2·5	17·0	10·4

In commenting on this table the Statistician states:—

"It will be observed from the table that 96 per cent. of "the bakers had a week of 48 hours or less; that 96.9 per "cent. of the building trades mechanics had a week of 44 "hours or less; and that 70.1 per cent. of all the union "membership covered had a week of 44 hours or less; and "89.6 per cent. a week of 48 hours or less. The combined "organised trades have thus nearly reached the 8-hour day, "and more than two-thirds of their membership have also "secured the Saturday half-holiday, resulting in a 44-hour "week."

The same publication also gives Index Numbers of weekly hours for each year from 1907 to 1924 in each occupation referred to in the above return, and in each instance there is shown as in the case of New Zealand, a gradual but definite and regular reduction in working hours during the seventeen-year period. To give the table in full would take up too much space, but the following return shows the weighted average for all the trades:—

TABLE 2.—BASE: 1907—100·0.

Year.	1907.	1908.	1909.	1910.	1911.	1912.
Weekly hours—Index Figure	100·0	99·5	99·3	98·6	98·2	97·7

Year.	1913.	1914.	1915.	1916.	1917.	1918.
Weekly hours—Index Figure	97·5	97·1	96·9	96·3	95·9	94·6

Year.	1919.	1920.	1921.	1922.	1923.	1924.
Weekly hours—Index Figure	92·3	91·4	91·6	92·0	91·9	91·5

The conclusion to be drawn from the foregoing and other associated facts is that there is a marked tendency in Australia and elsewhere towards the 44-hour week. In each reference, however, the question of interstate or other competition must certainly be considered. It would not be of any advantage to the worker to disturb the existing order of things, if the result would be throwing a number of men out of work or stopping the wheels of industry. The question of continuous shifts is also a matter for future consideration. But one also has to consider that a start must be made somewhere. If all states and people wait standing in expectancy on the brink for each to make the plunge first, the result will be that we arrive at a position of stalemate, and nothing will be accomplished.

DECISIONS OF COMMONWEALTH ARBITRATION COURT.

It is impossible to survey the field presented by this question of hours without reference to the decisions of the Commonwealth Arbitration Court in cases where the general question has arisen as distinguished from claims for lesser hours when women or children are involved or the unhealthy nature of the avocation is the cause of the request. And this must be done because of the authority and weight which such decisions necessarily carry with them, the knowledge and experience of the judges who have pronounced them, and the fact that such decisions in many instances are of an Australasian character as regards their area of operation.

The first case to be noted is that of the Australian Timber Workers' Union v. John Sharp & Sons Ltd. and others reported in (1920) 14 C.A.R. 811. This case was heard before Mr. Justice Higgins, then President of the Arbitration Court, and as a result of a special inquiry he reduced the hours from 48 to 44 per week on what might be termed general principles as distinguished from arduousness of the work or any dirt or unhealthy conditions in the occupation.

Following on this decision the same President in the case of the Amalgamated Society of Engineers v. the Adelaide Steamship Co., Ltd., and others (1921), 15 C.A.R. 297, prescribed the 44-hour week in the engineering industry on the same general principles.

These two cases were heard and disposed of before the restricted jurisdiction under Section 9 of the Commonwealth Conciliation and Arbitration Act, 1920, came into force. It was provided by that section, *inter alia*, that the Court should not have jurisdiction to make an award—

(a) increasing the standard hours of work in any industry; or

(b) reducing the standard hours of work in any industry to less than forty-eight hours per week unless the question is heard by the President and not less than two Deputy Presidents and the increase or reduction is approved by a majority of the members of the Court.

After the Commonwealth Arbitration Act had been amended as above stated, what is known as the Standard Hours Case (1921), 15 C.A.R. 1044, came before the Court, which was then differently constituted, Mr. Justice Higgins having in the meantime resigned, his place being filled by the appointment of Mr. Justice Powers. In this case several unions applied for a reduction of the standard hours from 48 to 44 per week. All three members of the Court decided that the Court would not be justified at that time in reducing the hours. The reasons for the refusal are very fully set forth in the judgment of the President.

The next case in which the question of hours came before the Full Court of the Arbitration Court was that of the Australian Timber Workers' Union v. John Sharp and Sons, Ltd., and others and the Amalgamated Society of Engineers v. the Adelaide Steamship Co., Ltd., and others, taken jointly (1922), 16 C.A.R. 649. In that case the Court decided to increase the standard hours from 44 to 48 hours per week (except as regards city timber yards). The President referred for his reasons to those given by him in the Standard Hours Case previously referred to. The decision in this case was given in September, 1922.

I do not intend to enter into a critical examination of the reasons given by the learned President of the Court, Mr. Justice Powers, for differing from his predecessor, Mr. Justice Higgins, or of those of the other members. My own reasons, as stated herein, will serve the purpose sufficiently. Whilst, however, I desire to express the greatest respect for the judgment of the learned President and the other members of the Court, I find myself constrained to disagree with their findings and deductions. There are, however, a few outstanding matters which appeared to have greatly influenced the mind of the learned President, to which I will here allude as briefly as possible.

Output.—In dealing with this question, the following quotation, taken from the report of the case (15 C.A.R. at p. 1062), shows what must have very much exercised the mind of the President, and no doubt weighed considerably with him in deciding on the standard hours as 48 per week:—

"Included in the evidence submitted at the hearing of their "claims was a return presented by an officer from the Statis-"tician's office bearing on the question of production. From "that return it appears that the actual production by fac-"tories in the Commonwealth (based on the same selling "prices in 1919-1920 as in 1913) was less in 1919-1920 than "in 1913, and that notwithstanding—

"(a) the number of factories had increased from 15,536 "to 16,291;

"(b) the number of employees had increased from 337,101 "to 376,734; and

"(c) the actual horse-power of engines used in the fac-"tories had been increased from 447,154 to 660,116.

"This is serious, and I do not see how we are to compete "with other countries on shorter hours, or on the present "hours, unless men generally work their best, and produce "at least per man as much as they did in 1913."

In answer to this I have taken figures from the Commonwealth Year Books on this point, and the following shows a comparison of the years 1913 and 1923-4:—

—	1913.	1923-24.
Number of Factories	15,536	20,189
Number of Employees	337,101	429,990
Horse-power	442,154	1,110,774
Total Output	£161,560,763	£348,577,583
Value added in process of manufacture	£65,153,286	£141,242,417

From inquiries I have made from our Statistical Office it is impossible to institute a true comparison of the relative total output and value added in process of manufacture in the periods mentioned because of the different systems adopted in each State fixing values. But taking the Melbourne wholesale prices for these two years, we have when the 1913 prices are brought up to the level of 1923-4—

1913—Total output	£279,909,961
Value added in process of manufacture	£112,880,463

which shows a substantial increase, due mainly to the introduction of machinery. But, as I have said, the comparison is not an exact one.

The following extract from the "West Australian" report of a lecture recently delivered in Perth by the Commonwealth Statistician, Mr. Wickens, may also here be usefully quoted:—

"Combining the agricultural, pastoral and dairying groups "of industry, the author showed that in these the average "production per person engaged increased in money value "from £236 in 1908 to £554 in 1924, in the forestry and "fisheries group from £162 in 1908 to £309 in 1924, in the "mining industry from £223 in 1908 to £448 in 1924, in the "manufacturing industry from £132 in 1908 to £314 in 1924, "and in all the industries combined from £199 in 1908 to "£436 in 1924. Much of this apparent increase was due to "increase in price levels. In an explanation the author "showed that the agricultural, pastoral and dairying group "produced in 1908 goods per person engaged worth £219 on "the 1911 price basis, while in 1924 on the same basis the "goods produced per person engaged were worth £287. "Similarly in the forestry and fisheries group the production "per person engaged increased from £161 to £164, in the "mining industry from £233 to £279, in the manufacturing "from £149 to £165, and in all industries combined from "£198 to £231."

(b) *Hours of Work in other Countries.*—I have already sufficiently dealt with this elsewhere in the course of this judgment.

(c) *Unemployment.*—The statistical returns were referred to which indicated that in September, 1921, the unemployed unionists amounted to 11.4 per cent., which showed a marked increase in previous figures. The percentage for each year from 1914 are as shown in brackets, as follows:—

1914 (8·3)	1915 (9·3)	1916 (5·8)	1917 (7·1)	1918 (5·8)
1919 (6·6)	1920 (6·5)	1921 (11·2)	1922 (9·3)	1923 (7·1)
1924 (8·9)	1925—1st Quarter	(9·3)		
	2nd „	(10·2)		
	3rd „	(7·9)		
	4th „	(8·1)		
	1926—1st „	(8·2)		

Our latest figures on this point, therefore, show a considerable improvement. In fact, when the judgment of the Commonwealth Court was being considered unemployment had reached its zenith, and to say that this was attributable merely to the introduction of the 44-hour week in the timber and engineering industries is a conclusion I cannot come to. There must have been many other, and probably more powerful, causes at work to produce such a marked effect.

(d) *Increased output by improved machinery.*—Mr. Justice Powers states this should not bring reduced hours unless the workers of the world act together and enforce the claim. If this is so, we arrive at a position of absolute negation. The workers of the world will not unite in our day and generation, so far as one can judge. It may be that in the course of ages the workers of the world will unite to destroy the destructive industry of warfare, and the non-productive industries of armaments, as well as for the purpose of the improvement in their own labour conditions, but we are still far, very far, from attaining that, and in the meantime we have to carry on taking humanity at large as we find it—not as we would wish it to be.

THE PRESENT CASE.

In dealing with the case now before the Court, and bearing in mind what has been said as regards the general bearing of the question, it seems to me that there is only one conclusion to come to.

It is admitted that the men in the timber yards in the Eastern States, in the same occupations as the applicants, work the 44-hour week.

The judgment given by the Commonwealth Court in the Timber Workers' case (16 C.A.R. 649) is here in point. In this case employers from Victoria, South Australia, Tasmania, and

New South Wales were represented, and the Court, whilst it ordered the hours for bush mills to be 48 per week, maintained the existing system of 44-hour week for workers in city timber yards. The relevant portion of the judgment is:—

"The difference between the South Australian respondents "and the respondents generally is that South Australia is not "a timber-producing country, and the respondents affected "are those who have timber yards and sell timber or are car-"rying on works in which, in some cases, woodworkers are "employed, not producers of timber. They do not affect "production, they only sell the timber when produced by "the sawmills, and they also sell the imported timber. They "charge the same profits whatever the cost of production is, "and they are not concerned in whether they sell or work "imported timber or Australian timber. They are apparently "carrying on business in South Australia working 44 hours "a week only and making profits. Employers in that branch "of the industry, if it is a branch of the timber industry, "have not shown any injustice is being done to them by the "award. It would be unjust, it appears to me, to vary the "award unnecessarily, and fix 48 hours a week instead of 44 "hours in such circumstances, and it may only result in in-"creasing the profits of those respondents at the expense "of the workers without any benefit to the public. . . . . "The applications to vary the award should be refused so far "as respondents are concerned who are engaged in the work of "carrying on timber yards only in the cities or large towns, "whose main business is the purchasing, importing, selling "or distributing of timber, or who are engaged in work other "than work in connection with sawmilling."

It is also admitted that the State Saw Mills are working the 44-hour week and that members of the applicant Union are now working 48 hours per week in our timber yards side by side with other workers who are subject to a 44-hour weekly standard. This can only have the effect of leading to disaffection and discontent.

An endeavour was made during the hearing to ascertain what difference it would make as regards cost of production if the 48-hour week would be reduced to the 44-hour week. But no information of any value or reliability could be obtained, mere guesses being hazarded in response to inquiries.

The statement that the reduction in hours would lead to at least proportionate reduction in output must be taken in conjunction with the observations made elsewhere. It may also be added that all the machines we saw were such as to require the personal element as a factor in output.

The visit to the various establishments showed that the work, whilst it is on the whole a healthy occupation, is being conducted under conditions of noise, and, in the case of the gypsum works, of dust. A great deal of it is also repetition work of a monotonous nature.

I, therefore, am of opinion that the 44-hour week should obtain in this industry, distributed as follows:—namely, eight hours on each day, Monday to Friday, inclusive, and four hours on Saturday. In other words, a clean eight-hours day with a half-holiday on the Saturday, with the proviso that it shall be optional with the Respondent in this case—though such course I do not recommend—to work the 44 hours on the Monday to Friday, inclusive.

APPENDIX.

Detailed results from Mr. Whittaker's Mill referred to in Judgment.

NORTH DANDALUP.

"A."—48 HOURS ANALYSIS OUTPUT.

April, 1919, to December, 1920.

Month.	Year.	No. Days.	No. Hours.	Loads Square Timber.		
				loads	c. ft.	c. in.
April	1919	1	7¼	30	10	2
May	„	27	212	811	31	7
June	„	25	200¾	805	18	3
July	„	26	204¼	813	31	4
August	„	25	195½	769	32	0
September ...	„	25	201	839	18	10
October	„	26	197¼	870	28	6
November ...	„	25	196¼	868	26	0
December ...	„	20	159½	679	47	7
January	1920	24	187¼	782	30	11
February	„	24	187¾	734	33	6
March	„	27	209½	875	19	4
April	„	17	123¼	547	22	1
May	„	25	187¼	795	44	6
June	„	26	184¾	670	0	3
July	„	27	203¾	688	19	3
August	„	26	216	709	0	1
September ...	„	26	209½	838	12	7
October	„	26	205	773	2	4
November ...	„	26	209½	840	4	11
December ...	„	19	159½	625	5	10
		493	3,856¾	15,368	39	10

Average Daily Cutting—31 loads 8 c. ft. 8 c. in.

NORTH DANDALUP.

"B."—44 HOURS ANALYSIS OUTPUT.

January, 1921, to September, 1922.

Month.	Year.	No. Days.	Loads Square Timber.			Daily Average.		
			loads	c. ft.	c. in.	loads.	c. ft.	c. i
January ...	1921	18	467	8	9	25	47	8
February ...	„	24	704	5	8	29	16	10
March	„	23	625	2	7	27	8	9
April	„	24	613	13	11	25	27	7
May	„	25	749	33	9	29	49	4
June	„	26	770	24	2	29	31	7
July	„	26	762	19	4	29	16	1
August	„	27	801	1	2	29	33	4
September ...	„	26	784	13	2	30	8	2
October ...	„	26	780	30	10	30	1	2
November ...	„	26	850	0	8	32	34	7
December ...	„	19	653	2	8	34	18	6
January ...	1922	23	704	39	5	30	32	5
February ...	„	24	750	34	9	31	13	11
March	„	27	789	30	1	29	12	2
April	„	11	338	31	2	30	39	2
May	„	13	433	45	7	33	18	10
June	„	26	891	37	6	34	14	9
July	„	26	851	35	4	32	37	10
August	„	27	935	25	3	34	32	5
September ...	„	26	840	29	10	32	16	6
		493	15,098	15	7	...		
Average Daily Cutting		...	...			30	31	3

NORTH DANDALUP.

"C."—48 HOURS ANALYSIS OUTPUT.

October, 1922, to June, 1924.

Month.	Year.	No. Days.	Loads Square Timber.			Daily Average.		
			loads.	c. ft.	c. in.	loads	c. ft.	c. in.
October ...	1922	26	845	37	5	32	26	5
November ...	,,	26	898	13	2	34	27	5
December ...	,,	19	701	27	6	36	46	2
January ...	1923	23	873	21	5	37	48	8
February ...	,,	24	936	28	4	39	1	2
March	,,	25	840	47	3	33	31	10
April	,,	22	784	14	4	35	32	5
May	,,	26	929	16	4	35	37	2
June	,,	26	889	13	5	34	10	1
July	,,	26	901	10	3	34	33	1
August	,,	27	1,046	35	4	38	38	4
September ...	,,	25	867	30	4	34	35	2
October ...	,,	27	976	35	6	36	8	8
November ...	,,	26	899	36	7	34	30	3
December ...	,,	19	655	1	9	34	23	9
January ...	1924	22	795	13	6	36	7	5
February ...	,,	25	862	43	11	34	25	9
March	,,	26	868	24	7	33	20	1
April	,,	20	669	2	10	33	22	7
May	,,	25	819	37	7	32	39	6
June	,,	8	265	30	5	33	10	1
		493	17,327	21	9		...	
Average Daily Cutting		...	...	...	...	35	7	5

Mr. SOMERVILLE: The opposition to the application for a 44-hour week in this case rested upon the assertion that if hours were reduced output would be decreased by some amount, the estimate of which varied. There was no proof, and of argument there was only a repetition of the forebodings of disaster which have met each and every proposal for a reduction in hours from 72 per week downward. It was argued that the weighty documentary evidence and the mass of scientific writing on the effect of reduced hours upon industry produced by Mr. Barker should be discarded as of no local application. Any industrial tribunal which disregarded such matter would nowadays be disregarding its plain duty. Every reform must, in the first instance, be based upon speculative thinking and surmise as to what its effect will be. Positive evidence is only obtainable after it has been in operation. There is abundant evidence that the reduction in hours has not up to now led to any reduction in output. It is, of course, obvious that there is a point beyond which this could not continue, and viewing the question solely from the standpoint of output, the question before the court now is this: is the reduction from 48 to 44 hours per week the point at which reduction in output is inevitable?

There is nothing in the employers' case to justify such a conclusion. But even if it had been shown that a reduction in output was certain, still the case for its adoption, as a reform, remains. Australia flourished and worked 48 hours per week for many years while the rest of the world worked 54 and 72 hours per week. Now the rest of the world has caught up to the 48-hour standard, and Australians are justified in believing that they can again lead the world with a 44-hour week to the advantage of all concerned.

Mr. BLOXSOME: I do not agree that 44 hours should constitute a week's work. Before such a serious change as that of shortening the hours to be worked weekly from 48 to 44 is made, it is necessary in my opinion for the applicant union to make out a strong case, either showing that the work is of a particularly arduous nature, or that the conditions under which it is done are of an unpleasant and trying or unhealthy character, or that time is unavoidably lost. In this case the applicant union has not made any serious attempt to prove that any such conditions apply to the workers in the metropolitan timber industry which will be covered by this award. In fact, the case put up for the shortening of hours was particularly weak, and was mainly, or almost solely, based on a mass of literature written by a number of theorists regarding the hours worked in countries outside Australia. To accord to such literature the standing given to recognised text books, and to attach to it any importance as evidence, is unwarranted. Authors of such books often state as facts what they believe or wish to believe and have deduced from insufficient and often unreliable data, and if they were present to be cross-examined they would often, I think, have great difficulty in proving that their alleged facts are correctly stated. Also, it is often the case that the significance of a fact may be entirely altered by the surrounding circumstances, and therefore I am not prepared to accept without question the statements made by authors who write on industrial subjects, or to assume that their deductions and opinions are necessarily correct.

The bulk of the literature submitted by the applicant union in this case has been written by theorists who have not had any practical experience of the subject on which they write. For instance, one of the contentions put forward as an argument for shortening hours is that production invariably falls off during the last hour or three-quarters of an hour of the working day, and this is ascribed to the fatigue of the workers, who would therefore be able to do better work if their hours were shortened; also that if more leisure is given to the workers they would come to their work refreshed and invigorated and consequently able to increase their output. Now, any man who has had practical experience knows that output will always slack up during the last hour or three-quarters of an hour of a working shift, and that such slacking up applies equally on a four, six, eight or nine-hour shift, and therefore is in no way related to the fatigue of the workers. Also, it is well known to the practical man that a poor output can always be expected on the day following a holiday. So much for the theorists and their deductions.

As the union has based its claim for a 44-hour week on the class of evidence I have described, which is in fact no evidence at all, I am of the opinion that it has not substantiated its claim, even if no evidence had been forthcoming from the employers.

The woodworking industry to which this award will apply is nearly all machine work, and it is clear from the evidence that the machines actually run on output not more than 32 hours out of the 48 now worked during the week. It is evident that the four hours taken off the work will come off the running hours of the machines, as the time required for sharpening, setting-up, etc., will be the same, or nearly the same, under the 44-hour week as it is under the 48, and this means that the output will be decreased by about 12 per cent., although the hours will be reduced by only 8½ per cent. The employers also produced uncontradicted evidence of the disproportionate decrease in output which

d occurred in the sawmilling and woodworking industries when ɜ 44-hour week had been introduced.

I, therefore, for the reasons mentioned do not agree that ɜ applicant union is entitled to a 44-hour week.

SUPPLEMENTARY.

The following correspondence is inserted in this place as the ɔly received from the Commonwealth Statistician was received ɔ late to be embodied in or considered in connection with the dgment:—

21st August, 1926.

e Commonwealth Statistician,
Melbourne.

ar Sir,

With reference to the Standard Hours Case, 1921, I am ected to submit the following extract which appears on pages 62 and 1063 of Vol. 15 C.A.R.:—

"Included in the evidence submitted at the hearing of these "claims was a return presented by an officer from the Statis-"tician's office bearing on the question of production. Fr "that return it appears that the actual production by factor "in the Commonwealth (based on the same selling pri "in 1919-1920 as in 1913) was less in 1919-1920 than in 19 "and that notwithstanding (a) the number of factories h "increased from 15,536 to 16,291; (b) the number "employees had increased from 337,101 to 376,734 (that "by 39,633), and the actual horse power of engines used "the factories had been increased from 447,154 to 660,01

The Hon. President will be much obliged if you would be kind as to have the figures referred to therein brought up to da and supplied to him as soon as possible.

Yours faithfully,

F.W.,

Clerk of the Court of Arbitration.

per S.F.

Commonwealth Bureau of Census and Statistics,
Melbourne, 13th September, 1926.

Dear Sir,

In response to your request of the 21st August, I have pleasure in furnishing the desired information brought up to the latest available date:—

Progress of Australian Factories, 1913 *to* 1924-25.

ɛe .	No. of Factories.	No. of Employees.	Horse Power of Engines used.	Value added in process of manufacture.	Manufacturing Price Index No.	Value added in process of manufacture corrected to 1913 Prices.		
						Total.	Per head of Population.	Per employee.
	No.	No.	H.P.	£	(1913=1000.)	£	£	£
1913 ...	15,536	337,101	442,154	61,912,385	1,000	61,912,385	12·84	184
1914 ...	15,428	331,728	491,537	63,351,523	1,029	61,566,105	12·45	186
1915 ...	15,092	321,071	504,834	63,113,095	1,052	59,993,436	12·04	187
1916 ...	15,010	316,752	529,768	64,010,802	1,078	59,379,222	12·00	187
1917 ...	15,179	321,670	560,261	70,038,610	1,159	60,430,207	12·22	188
1918 ...	15,421	328,049	610,326	74,939,320	1,212	61,831,122	12·29	188
1919-20	16,291	376,734	660,016	98,954,542	1,395	70,935,155	13·37	188
1920-21	17,113	386,639	742,481	110,434,313	1,520	72,654,153	13·42	188
1921-22	18,023	395,425	798,093	121,674,119	1,631	74,600,931	13·54	189
1922-23	19,173	412,410	867,441	131,754,858	1,687	78,100,093	13·86	189
1923-24	20,189	429,990	1,110,774	141,242,417	1,716	82,309,100	14·31	191
1924-25	20,795	439,949	1,260,076	147,136,758	1,737	84,707,402	14·42	193

Yours faithfully,

CHAS. H. WICKENS,
Commonwealth Statistician and Actuary.

The Clerk,
Court of Arbitration,
Perth.

Mt Lucia Award

Basic Wages £4-5-0

AWARD.

1. *Area*: This Award shall have effect over the area comprised within a radius of 14 miles from the General Post Office, Perth, except such portions thereof as are comprised within premises occupied by or worked in conjunction with the Railway Department or the Midland Railway Company.

2. *Term*: The currency of this Award shall be three years from the date hereof.

3. *Hours*: The ordinary working hours of employees shall not exceed forty-four in any one week or eight in any one day, except on Saturdays, when the ordinary working hours shall not exceed four; provided that, at the option of the Respondent, the forty-four hours may be worked from Monday to Friday inclusive. Provided further that this shall not apply to Stablemen and Nightwatchmen, whose hours shall be as follows:—

(a) The hours of labour for Stablemen shall be 47 per week, including not more than 3 hours on Sunday.

(b) The hours of duty for Nightwatchmen shall not exceed 10 hours for six days per week and six hours for the seventh day.

Provided also that the hours at present being worked shall operate until the sixteenth day of October, 1926.

4. *Overtime*: Overtime at the rate of time and a half shall be paid for the first two hours worked outside the ordinary working hours and double time thereafter. All time worked on Sunday shall be paid at double time rates, except in the case of workers whose ordinary duties require them to work on Sundays, when double time rates shall begin after their ordinary working hours on that day.

5. *Holidays*: The following holidays shall be observed and paid for: Christmas Day to New Year's Day inclusive, seven (7) days, 26th January, Good Friday, Easter Saturday, Easter Monday, and Labour Day: Provided also that where an employee's employment is terminated during the course of a calendar year his employer shall pay to him one day's wages for each calendar month of his service in lieu of the holidays to which he would be entitled under this clause and has not received. In the event of an employee being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer, and if such holidays are not equal to the holidays given to the other employees he shall not be entitled to work or pay whilst the other employees of such employer are on holidays on full pay. Where any specified holiday falls on Sunday, the following Monday shall be observed in lieu thereof.

6. *Hire*: For the purpose of convenience the wages hereinafter set forth are stated on a weekly basis, but this Award doth hereby order and declare that the contract of employment shall be a daily one, terminable on either side by one day's notice, and the worker shall, in the event of notice, be entitled to payment up to the date when such notice terminates: Provided also that the employer may dismiss an employee without notice for good cause, and in such case wages shall be paid up to the time and on the day of dismissal. Provided further, that this clause shall not apply to apprentices.

7. *Wages*: (a) The minimum rate of wages shall be:—

	Per week. £	s.	d.
Adults:			
General Labourer	4	7	0
Timber Sorter when stacking or sorting overseas timber from trucks	4	10	0
Man choosing timber for sawing, dressing, moulding, or turning machine	4	16	6
Tallyman	4	16	6
Sawyer No. 1 Bench	5	2	6
Sawyer No. 2 Bench	4	18	6
Sawyer No. 3 Bench	4	14	6
Fret Sawyer or Detail Band Sawyer who works a wheel 3ft. or under in diameter	4	16	6
Detail band Sawyer who works a wheel over 3ft. in diameter	5	2	6
Frame Saw	4	18	6
Tailer Out No. 1 Bench	4	10	6
Shaper	5	9	6 -1-4-6
General Joiner and Operator on Sticking Machine	5	5	0
Chain Morticer	5	2	0
Flooring Machinist	4	19	6
Buzzer when required to do other than planing one face and squaring edge	5	5	6
Buzzer	4	19	6 -15-6
Moulding Machinist or one, two, three, or four-sided Planers who grind their own knives or cutters	5	5	6
Moulding Machinist or one, two, three, or four-sided Planers who do not grind their own knives or cutters	4	19	6
Tenoner	4	19	6
Tenoner, double headed	5	5	0
Sand Paperer working double machine	4	16	6
Sand Paperer working other machine	4	13	6
Morticer	4	13	6
Thicknesser	4	19	6
Woodturner	5	8	0
Orderman, Country	4	19	0
Dockerman, Joiner	4	19	0
Dockerman, other	4	14	6
Persons engaged grinding knives and cutters	5	5	0
Band saw Roller, recut, large	5	2	6
Band saw Roller, re-cut, small	4	16	6
Nightwatchman	4	10	6
Stablemen	4	10	6
Horse-drivers, one horse	4	14	6
Horse-drivers, two horses	4	19	6
Motor Lorry Drivers, not exceeding 25 cwt. capacity	4	19	6
Exceeding 25 cwt. and not exceeding 3 tons capacity	5	3	6
Exceeding 3 tons capacity	5	7	6
Drivers of loaded Motor Lorries (except Tractors) drawing a loaded Trailer also, 1s. per day extra			
Gypsum Worker	4	11	0
Nail Maker	5	2	0
Nail Polisher	4	13	0
Junior Labour:			
Between 16 and 17 years	2	11	9
Between 17 and 18 years	2	18	3
Between 18 and 19 years	3	10	6
Apprentices:			
During the first year's service	1	12	1
During the second year's service	2	1	2
During the third year's service	2	12	5
During the fourth year's service	2	19	11

(b) In pusuance of Section 123 of the Act, the wages as above are apportioned as follows:—

Adults:
(1) Basic Wage—£4 5s. per week.
(2) Other wages (margins), as above indicated on weekly basis.
(3) Deductions—Nil.

8. *Casual Work*: Workers with less than a week's service shall be paid one shilling (1s.) in addition to the ordinary daily wage.

9. *Junior Labourers*: Youths under the age of 19 years may be employed to perform the ordinary duties of Tailers-out from Woodworking Machines. Provided always that the number of youths employed shall not be such as to exceed the proportion of one such youth to every four machinists other than Sawyers permanently employed by the employer. Provided that the employer may employ unapprenticed Cadets who desire to learn the commercial and practical side of the Timber Trade in any position (except at a Saw or Woodworking Machine which might be properly operated by an apprentice) which they are capable of filling in order to further their training in the timber business. Every such Cadet shall deliver to the employer or his representative a letter from the Union intimating that the Union agrees to employment being given to such Cadet, whose name and age shall be stated. In no case shall the number of such Cadets exceed one to each eight adults employed who come within the ambit of this Award at any one Timber Yard or Sawmill.

Should any dispute arise between the employer and the Union under this clause, such dispute shall be settled by the Board of Reference. The wages of Cadets shall be in accordance with the provisions of the current Clerical Agreement or Award applicable to the Timber Business. Should there be no Clerical Award or Agreement, then the wages shall be not less than that for Junior Labourers of like ages, as provided in this Award, with the following additions:—

	£	s.	d.
Between 19 and 20 years	3	15	6
Between 20 and 21 years	4	0	0

No person shall be employed as a Cadet under this clause for a total period exceeding two years.

10. *Record Book*: A time book shall be kept by each employer, in which book shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him. The said book shall be open to inspection by the accredited representative of the Union at any time during the working hours, and he shall be allowed to take necessary extracts therefrom.

11. *Underrate Workers*: A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lesser rate, which shall be agreed upon in writing between the worker and the Secretary of the Worker's Union. If within seven days after being notified of the worker's desire to work for a lower rate of wage than that prescribed the said Secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such Secretary two days' notice in writing of his intention to apply to the Magistrate, and the said Secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wage, and his decision shall be final. Any worker whose wage shall have been so fixed may work for and be employed by an employer for such wage for the period of six calendar months thereafter, and after the expiration of such period until 14 days' notice in writing shall have been given him by the Secretary of the Union requiring his wage to again be fixed in the manner prescribed by this clause. Provided always that the employer shall not employ more than one such incompetent worker to every four fully paid workers or fraction of the first four.

12. *Apprentices.*—(a) The provisions of "The Industrial Arbitration Act, 1912-1925," relating to Apprentices, and the Regulations made in pursuance thereof, for the time being in force, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one to every four Machinists or fraction of the first four employed by each employer or firm of employers for the twelve months previous to engaging the apprentice.

(c) The term of apprenticeship to the Machining branch of the trade shall be four years.

13. *Board of Reference.*—(a) A Board of Reference is hereby appointed for the purpose of this Award, which shall consist of two representatives appointed by the applicant Union and two representatives appointed by the Respondent, with the addition of a Chairman agreed to or appointed by the Court. In the event of the Applicant or the Respondent not nominating representatives within a week of the request so to do, the Court may appoint any members of the Applicant Union or the Respondent organisation to act as such.

(b) Three members, one of whom must be the Chairman, shall constitute a quorum.

(c) The Board of Reference may sit at such times and places as the members may agree, or, failing agreement, as the Chairman may fix, and may adjourn from time to time and from place to place.

(d) The functions of the Board of Reference shall be:—

(i) The special matters left to the decision of the Board of Reference by this Award;

(ii) To settle any dispute arising out of this Award which may be referred to it by the Court.

(e) The decision of the Board of Reference may be reviewed and altered by the Court on the application of any party to this Award; provided that notice of an application to the Court to review such decision shall be given within seven days of such decision to the Chairman of the Board and the opposite party and an application be lodged with the Court asking for such review within fourteen days of such decision, but the Court may give extended time for such notice of application at any time.

14. *Stablemen and Nightwatchmen.*—Each Stableman shall be allowed one Sunday off duty in every four weeks, and each Nightwatchman shall be allowed one shift off duty in every three weeks without deduction of pay.

(a) If a stableman is required to live at the stables, the employer shall provide accommodation for him free of charge.

(b) Carters who, in addition to the hours of which the working week is composed, are required to feed horses, shall be paid the following rates in addition to the weekly wage, and the time taken up in feeding horses shall not be included in or reckoned as overtime:—

Three shillings (3s.) per week for one horse, and one shilling (1s.) per week for each additional horse.

(c) A Nightwatchman, if called upon in the nighttime to do work other than that of attending to boiler fires, shall be paid at the rate of sixpence per hour for the time so occupied, in addition to the Nightwatchman's wage.

15. *Blowers.*—In addition to the blowers already installed the employer shall attach blowers to all flooring machines, moulding machines, thicknessers and other

sandpapering machines, and to any other machines injurious to health.

16. *Mixed Functions.*—Any worker carrying out work classified at a higher minimum than his ordinary rate for two hours in any day shall be paid the minimum rate for such work for the whole of that day; provided that such minimum is not lower than such worker's regular rate of pay. If he is employed for less than two hours at work classified at a higher minimum than his ordinary rate he shall be paid his ordinary rate for the whole day.

17. *No Reduction.*—This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this twenty-ninth day of September, one thousand nine hundred and twenty-six.

[SEAL.] WALTER DWYER,
President.

COASTAL MUNICIPAL AND ROAD BOARD EMPLOYEES' AWARD.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 19 of 1926.

Between The Coastal Municipal and Roads Board Employees' Union of Workers, Applicant, and The Perth City Council and other Local Governing Bodies, Respondents.

The Court of Arbitration doth hereby make the following Award in connection with the Industrial Dispute between the above-mentioned parties, referred to the Court under Section 145 (7) of "The Industrial Arbitration Act, 1912-1925":—

1. *Term.*—The Award shall remain in force until the 18th day of December, 1927.

2. The rates of wages set forth in Clause 5, subclauses (a) to (r) inclusive, of Award of Mr. Frank Walsh, dated the 19th day of December, 1924, are hereby increased by the addition of the sum of Two shillings per week to each of the designations therein set forth.

3. By consent of Respondents the rates of wages set forth in Clause 2 hereof shall take effect from the 1st day of July, 1926.

4. The Award is based on a basic wage of £4 5s. per week.

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this 3rd day of September, 1926.

[SEAL.] (Sgd.) WALTER DWYER,
President.

AWARD—RESCISSION OF.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 180 of 1926.

In the matter of an Award made the 3rd day of April, 1924, and numbered 2/1923, between Berryman Brothers and The Produce Markets, Limited, and The Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Western Australia, and in the matter of an application by the abovenamed Union for the rescission of the said Award.

Upon hearing Mr. D. Freedman for the applicant Union, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," the Court doth hereby rescind the provisions of Award No. 2 of 1923.

Dated this eleventh day of August, 1926.

By the Court,

[L.S.] WALTER DWYER,
President.

CARPENTERS' (PUBLIC WORKS DEPARTMENT) INDUSTRIAL DISPUTE.

On the 17th August, 1926, a compulsory conference was held at the Arbitration Court, Perth, in connection with a dispute between the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers and the Hon. Minister for Public Works and Labour, which led to a cessation of work on the part of members of the Union employed on certain works being carried out by the Department.

At the conference no agreement was arrived at and the President referred the dispute to the Court.

On the 3rd September the Court commenced the hearing of evidence. On the 8th September, it was arranged that the men should resume work at once and that the matters in dispute should be left in the hands of the Court to be dealt with either by the Court or by members of the Court sitting as a Board.

The matter has not yet been finalised.

FURNITURE TRADES' INDUSTRIAL DISPUTE.

On the 16th September the Court commenced the hearing of the Furniture Trades Reference No. 6 of 1926. The hearing of evidence concluded on the 28th September.

REVIEW OF AWARDS—APPLICATION FOR.

Application Nos. 101-4 of 1926; Files 2913-6.

Application by the Commissioner of Railways for a review of Holiday Clauses in Award Nos. 4 and 6 of 1921 (Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers and Australasian Society of Engineers' Industrial Union of Workers); Award No. 5 of 1921 (Federated Moulders' (Metals) Industrial Union of Workers); Award No. 7 of 1921 (Federated Society of Boilermakers and Structural Iron and Steel Workers' Coastal District Union of W.A.); Award No. 8 of 1921 (W.A. Amalgamated Society of Railway Employees' Industrial Union of Workers).

25th May, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. E. Thomas appeared for the Commissioner of Railways.

Mr. C. Haynes for the W.A. Amalgamated Society of Railway Employees' Industrial Union of Workers.

Mr. S. Faull for the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers.

The PRESIDENT: These applications are notices of motion referred to the Court by the Commissioner of Railways, in each case under Section 90 of the Act, for a review of the provisions of the awards made in each of the three or four cases.

These applications have brought before the Court certain matters of general and universal importance, so

far as the construction of the amending Act is concerned, under which these applications are made.

The first question that arises in a consideration of these applications is this: is the amending Act, No. 50 of 1925, retrospective, or to what extent is it retrospective? To put it in another way, does the amending Act of 1925 operate upon all existing awards and agreements?

The general rule of construction, so far as that is concerned, is laid down in the Interpretation Act, No. 30 of 1918, Section 16 of which embodies the common law principles dealing with any amending Act. The material portions of this section are as follow:—

"(1) Where any Act repeals or has repealed a former Act or any provision or words thereof, or where any Act or enactment expires or has expired, then, unless the contrary intention appears, such repeal or expiry shall not—

(a) Revive anything not in force or existing at the time at which such repeal or expiry takes effect;

(b) Affect the operation of the repealed or expired Act or enactment, or alter the effect of the doing, suffering, or omission of anything prior to such repeal or expiry; or

(c) Affect any right, interest, title, power or privilege created, acquired, accrued, established, or exercisable, or any status or capacity existing, prior to such repeal or expiry; or

(d) Affect any duty, obligation, liability or burden of proof imposed, created, or incurred prior to such repeal or expiry, or . . . .

(f) Affect any investigation, legal proceeding, or remedy in respect of any such right, interest, title, power, privilege, status, capacity, duty, obligation, liability, burden of proof, penalty, forfeiture, or punishment as aforesaid."

Subsection (2) of Section 16 follows. It reads:—

"(2) Any such investigation, legal proceeding, or remedy may be instituted, continued, or enforced, and any such penalty, forfeiture, or punishment may be imposed and enforced, as if the repealing Act had not been passed, or if the expired Act or enactment had not expired (as the case may be)."

That is the general rule of common law. To put it in other words, amending Acts are generally not to be construed as having retrospective effect. That is the first rule. The next rule is this: that if the amending Act contains express words to the effect that the Act is retrospective, then undoubtedly our investigation need not proceed any further, and the Act is to be considered as retrospective as from the date when that is stated in the amending Act. But if the repealing Act or amending Act does not state in express words that it is to be construed retrospectively, or that it is to have retro-active effect, then the invariable rule is that rights accrued and privileges obtained are in no way taken away, nor are the parties deprived of them, by any amending enactment. That, of course, is subject to this rule, namely, that if on a perusal of an amending Act not containing any express provision to show that it was intended to have retrospective effect, a Court can gather from its purview that it was the intention of the Legislature that it should have retrospective effect. Then retrospective effect must necessarily be given to it. This was referred to by Mr. Justice O'Connor in the case of *Wilson v. Moss* (8 C.L.R., 146). In that case, he said (at page 161):—

"It is no doubt a rule of construction of statutes that an Act will not be so interpreted as to be retrospective unless it declares in express terms, or it is to be gathered from the whole of the Act, that the Legislature intended it to be retrospective. That, after all, is only a branch of the higher and more important rule that we must in all cases ascertain what is the real intention of the Legislature, and if the intention as expressed in the Act is such that on the whole we can see that it was intended to be retrospective, then, whatever the effect may be upon existing contracts, it must be held to be retrospective."

He continues:—

"That position is well put by Lord Hatherley, L.C., in *Pardo v. Bingham* (L.R., 4 Ch., 735), where he said: 'Baron Parke did not consider it an invariable rule that a statute could not be retrospective unless so expressed in the very terms of the section which had to be construed, and said that the question in each case was, whether the Legislature had sufficiently expressed an intention. In fact, we must look to the general scope and purview of the statute, and at the remedy sought to be applied, and consider what was the former state of the law, and what it was that the Legislature contemplated.'"

So far as questions of mere procedure arise under the new Act, there will be no difficulty whatsoever. Undoubtedly, an amending Act, when dealing with procedure has to be and can be considered retrospective. But an issue may be raised here, apart from questions of procedure, namely, as to rights or privileges accrued and existing under awards and agreements in force and still in force at the time that the amending Act was passed. As I said, they are still in force. In the words taken from the report I have quoted, in which Lord Hatherley's dictum is referred to, was it the intention of the Legislature when they passed this amending Act that all awards and agreements then in existence should be subject to the amending Act? That is the question which the Court has to consider. Necessarily, it will have to apply the principles of law that I have sketched forth.

Was it the intention of the Legislature that there should be in effect two systems of industrial arbitration which may supposedly co-exist and continue for an indefinite period? For instance, under the Act of 1912, an award would continue until one of the parties retired therefrom, and then it continued, except as to the parties who had retired from it, so that obviously it would continue for an indefinite period, but power was given to retire from it. Under the amending Act parties cannot retire from an award. The award remains in force until a new award is substituted for it. To meet the difficulties that might be created by that, the Legislature passed section 90, which gives the power to review the award at certain periods. Now, it is all quite clear so far as any future award is concerned, but did the Legislature intend that section 90 should have operation and effect on existing awards and agreements? That is the question which meets us at the outset in these applications of yours, Mr. Thomas.

There is another question which is almost of equal importance. It is, of course, not so important as the first question, which is one of great gravity and general importance. It affects not only your award, but all existing awards and agreements.

The next question is this: the Commissioner of Railways is proceeding here under the power contained in the second proviso to Section 90. Assuming the Court holds that the amending Act is to have retrospective effect, how is the Court to construe the second proviso? This is the provision as set forth in the Act:—

"Provided also, that at any time after the expiration of the first 12 months from the date of an award, and after the expiration of any subsequent period of 12 months, application may be made to the Court. . . ."

Before I read the remaining portion of that proviso, just direct your mind for a moment to the first four lines. It is quite clear, first of all (I do not think there is any doubt at all upon this point) that after the award is in force for 12 months, this application can be made. But the section says more than that. It says, "and after the expiration of any subsequent period of 12 months." Are the words of the section to be construed that after every calendar 12 months from the

date when an award is made a review can take place? For instance, if an award has effect from the 1st July, 1924, can a party to it after the 1st July, 1925, apply for a revision? It will be admitted that the first portion of the section gives him that power. Is that power also to be exercised under that portion of the section which reads, "And after the expiration of any subsequent period of 12 months," that is, after the 1st July, 1926, after the 1st July, 1927, and after the 1st July, 1928, and so on, *ad infinitum*.

Or is the proviso to be construed so as to make the award when reviewed fixed for a period of twelve months? In order to consider this construction, I will complete my reading of the section:—

"application may be made to the Court, by leave of the Court obtained by any party to the award, for a review of any of the provisions of the award, and the Court shall have power to vary or rescind such provision."

Now, as I have said, there is no difficulty in holding that the award, in the absence of any provision under the first proviso, remains in force inviolate for a calendar period of 12 months. There is no doubt that after that an application can be made for review by leave of the Court. But, then, assuming that that review takes place, will the award as then varied by that review be subject to a further review at the end of the next calendar period?

I will put that clearly by giving it in concrete form. Let me take the illustration I have just given. An award is made to take effect from the 1st July, 1924, no reference being made under the first proviso as to revision. When the first of July, 1925, arrives, and application can be made for a review of that award. Assuming that that application for review is heard and that the award is reviewed and the order on review made, say, on the 1st September, 1925, the award then reviewed becomes the award under this new Act; that is, it becomes the award in its reviewed form. Now, the 1st July, 1926, comes. Can the parties then apply to the Court for a further revision, even though in its reviewed form it has had a currency of only nine months?

But you can carry it further. The 12 months expired on the 1st July, 1925, but the order on review may not have been made until, say, May, 1925. Then can the parties, assuming that the award runs from calendar year to calendar year, apply for a further review on the 1st July of that year, 1926? The effect of that, of course, would be that a reviewed award—or, to put it more correctly, an award in its reviewed condition—would really have effect only for a few months, or possibly for a month.

Now, to put it another way. Was it really the intention of the Legislature (again, I say, in the absence of any provision under the first proviso) that after a review of an award was made by the Court, that the award as then reviewed should have a further currency of another 12 months as from the date of the order of review? No doubt, this last construction would put consistency and convenience into the Act, and it seems to me would operate for the benefit of all parties, because they would all know then for a period of 12 calendar months how they stood, and it is very essential in industrial matters that certainty should obtain for some definite period. It is quite true that the words "by leave of the Court" occur in the section, but injustice may be done if the Court refuses leave, and one does not contemplate with equanimity the possibility of reviews being asked for within a few months after the award has been subjected to review and an order made upon it. Some fresh matter might be made the subject of an application to the Court for leave to review.

There is then the remaining difficulty. The section says that an application can be made by any party to the award.

Now, in the concrete case we have before us, we have an application made by the Commissioner of Railways for a review of certain awards. If the Commissioner of Railways can apply for a review of the awards, so also can the other parties, that is, the industrial unions concerned can apply for a review of the award. There seems to be no reason why (in fact, common sense would seem to dictate it) these two applications for review ought not to be dealt with together. But there is a possibility under the Act of the Commissioner for Railways applying, as he does now, for a review of the award, and then of the other parties to these awards applying not now, but in five months' time. That simply means the Court would have a lot of its time taken up in considering two reviews, when the whole matter could be disposed of at the one time.

At the same time, if the Commissioner of Railways applies now for a review, and if the other party also has a right to apply for a review, assuming it does not wish to make the application now, it has the power under the Act to apply for a review and that power cannot be denied to it. The principles of natural justice, even apart from the Act, give him the power. The Act says, "any party can apply for a review." That apparently means a party can apply once after a calendar period of 12 months, but the other party must also be in a position to exercise a similar right. The Act leaves it open as to whether they exercise it contemporaneously in this case with the Commissioner of Railways or otherwise.

You will therefore see, gentlemen, that there are very grave difficulties facing the Court in considering these applications, difficulties that have to be faced as a preliminary stage to the hearing of this application. This has caused the Court very considerable thought, and we recommend the parties (it will be for the parties to take advantage of the recommendation or not, as they like; they need not do so) to take advantage of the provision under Section 65, subsection 4—the latter portion of it. Subsection 4 prohibits legal practitioners from appearing in this Court on all applications, except in cases of enforcement, but it also contains this sentence, that legal practitioners shall not be allowed to appear "unless all the parties to the reference or other matter expressly consent thereto."

Therefore, if the Commissioner of Railways and the unions concerned will consent to legal practitioners appearing before the Court and arguing the matters I have referred to, which are purely legal matters, with a view to disposing of them so as to clear the decks for action, so to speak, as regards the merits of the case, it seems to the Court that that would be advisable in this instance. It could be conveniently arranged by the parties themselves meeting and perhaps by the unions concerned deciding upon joint action in the matter. The Commissioner of Railways being on the other side could, of course, arrange for his own solicitor.

There is a further section, 66, which gives the Crown the right to intervene. That section also can be availed of in this instance, because, since the question of the retrospective or retro-active effect of the Act is in issue here, the Crown is certainly concerned. The Crown may therefore intervene for this purpose and the Court would be pleased in this instance if, by agreement among yourselves, these preliminary questions of law, the general construction of the statute and the particular construction of Section 90, were argued before the Court, so as to have all those matters disposed of prior to any entry upon the merits of the case, assuming that the Court will decide in favour of proceeding with the application.

Mr. SOMERVILLE: I can only say that, having discussed this section with my colleagues, I agree with the President that a number of different constructions are possible, and that the proper construction is of enormous importance to the parties and to the community

generally, because there is one possible construction which, in my opinion, would lead to chaos, endless turmoil and no settled tenure of an award when once made, and I think it is generally agreed that a settled condition in industrial matters is highly desirable and beneficial to the community.

I do not desire to go into the difficulties that have been elaborated and clearly expressed by His Honour. I am agreeable and willing that the matter should be argued before us by counsel before we arrive at a final decision on the question, if the parties are agreeable to that course.

Mr. BLOXSOME: I also am in agreement with my colleagues. We have discussed this question at some length and His Honour the President has very clearly placed before you the difficulties which face the members of the Court. They are difficulties which I think should be cleared up as speedily as possible, so that whoever comes before this Court shall know exactly where he stands when an award is made. I would urge on the parties that they agree to the suggestion made by His Honour that counsel should be engaged to argue the legal points before the Court, so that every possible light can be thrown on the interpretation of the Act and the Court be placed in the best position to interpret it legally and correctly.

It may be that certain interpretations may be considered more expedient than others, but expediency must not govern the Court if it is not in accord with the literal interpretation of the Act. For these reasons I should very much like to hear this matter argued by counsel, and I trust the parties will see their way to agree to the suggestion thrown out.

The PRESIDENT: I may add, Mr. Thomas, that any further hearing of this application cannot possibly take place before the 14th June, so that you will have ample time to confer among yourselves and to arrive at a definite course of action. If it is decided to engage counsel, the Court will make an appointment as soon as possible after the 14th June.

Mr. ANDREWS: I came to the Court this morning to listen to its pronouncement on this matter. It has occurred to me that, quite apart from the fact that this matter affects six or eight unions and the Commissioner of Railways, it is of far reaching importance to employers generally. If the parties can agree upon the matter being debated or discussed or argued before this Court by counsel, you might permit me to be joined in the proceedings, so that we may be represented by counsel. It may help the Court.

The PRESIDENT: Technically, of course, Mr. Andrews, it is a particular application that is before the Court. The Court can hear counsel for the two parties, but by arrangement, say, with Mr. Thomas (who is representing the employer in this case) assuming that both parties are willing to adopt the Court's suggestion, your own counsel might nominally appear for the Commissioner of Railways. There is no power here to allow the intervention of any third party, except the Crown, but there is no reason in the world why you should not arrange the matter between yourselves. We are still hopeful that, after conferences between counsel on both sides, we can make the Act a workable and convenient Act. It may be possible to arrange a common basis.

Mr. ANDREWS: Assuming the parties agree that counsel may represent them on this argument, it will be necessary for me to arrange for my counsel to appear with Mr. Thomas's counsel.

The PRESIDENT: Under Section 66 the Crown can be independently represented because it has a special right of intervention given to it. If you can show me where there is a right of intervention by any other party in the Act, I shall be only too pleased to have you separately represented.

Mr. ANDREWS: My only idea was that it was a matter of general importance and did not necessarily arise out of one case.

The PRESIDENT: I am doing the best I can in suggesting that by arrangement with Mr. Thomas you can have your own counsel nominally appearing for the Commissioner of Railways.

Mr. ANDREWS: I will see what I can do.

Mr. BARKER: The unions will confer on the matter at as early a date as possible and let the Court know what decision they arrive at.

Mr. BLOXSOME: Mr. Thomas, do I understand that you are agreeable, on behalf of the Commissioner of Railways, to counsel appearing?

Mr. THOMAS: Yes.

Mr. HAYNES: I might say, on behalf of the unions concerned, that they also will be prepared to engage counsel to argue this matter.

The PRESIDENT: That is very satisfactory.

Mr. BLOXSOME: Mr. Haynes, as this is a matter of universal interest I think to all unions, and also to all employers, as the suggestion has been made that the Employers' Federation should confer with Mr. Thomas, would it be possible for other unions and the Trades and Councils represented by Mr. Barker to confer with the railway unions concerned in regard to this application?

Mr. HAYNES: They may give consideration to that suggestion, but we have not yet discussed that phase of the matter.

Mr. BLOXSOME: I was only throwing it out as a suggestion that you might possibly discuss. It is purely a matter for your own consideration, of course.

On the 23rd June, 1926, the points raised by the Hon. President were argued before the Court.

Mr. H. B. Jackson (Legal Practitioner) appeared for the Commissioner of Railways.

Mr. W. H. Dunphy (Legal Practitioner) appeared for the Respondent Unions.

7th July, 1926.

Reserved Decision.

The PRESIDENT (His Honour Mr. Justice Dwyer): This is an application by the Commissioner of Railways for the amendment of a number of awards made between himself and the various unions engaged in the industry of the State Railways, under Section 90 of "The Industrial Arbitration Act, 1912-1925." Preliminary objection as to the competence of the Court to deal with the application has been raised by the unions concerned. This objection the Court has considered advisable to dispose of before entering into consideration of the matters in issue. The principal ground of the objection is that the second proviso to Section 90 of the consolidated Act is not retrospective and these awards are still governed by the old Act of 1912. The question raised in this objection is one of the first importance, as it not only affects these awards of the Commissioner of Railways, but it affects all awards existing at the time when "The Industrial Arbitration Amendment Act, 1925," came into force. But in another form, the question is this: Does the following provision of "The Industrial Arbitration Amendment Act, 1925," affect all awards of the Court whether existing at the time that the amendment Act of 1925 came into force or to be made subsequently, or does it only affect the latter? The provision referred to is this:

"Provided also that at any time after the expiration of the first twelve months from the date of an award and after the expiration of any subsequent period of twelve months, application may be made to the Court by leave of the Court obtained by any party to the award for a review of any of the provisions of the award, and

the Court shall have power to vary or rescind such provisions."

In "The Industrial Arbitration Act, 1912," the term of the award might be any specified period not exceeding three years from the date of the award, and this provision has been left untouched by the Legislature. It also provided that the term of the award might be for one year and thence forward from year to year. This provision has been rescinded by the amending Act. It further provided that where the award is for a period not exceeding three years, and it is by such award declared that the Court might at any time after the expiration of 12 months from its date on the application of any party or person affected by the provisions alter or amend the award, it should be lawful for the Court to do so. The old Act also further provided that where by any award it was provided it should remain in operation for a period of one year and thenceforward from year to year subject to the right of any party interested to apply to amend or revise it, then it should be lawful for the Court at any time not later than three months after the expiration of one year from the date of the award and thereafter not later than three months after the expiration of any subsequent year to amend the award.

The 1912 Act also contained the provision that notwithstanding the expiry of an award it should continue in force in respect of all persons and bodies bound thereby, except those who had retired therefrom, and provision was made that at any time after the expiry of the term of an industrial award any person or body bound thereby might retire from such award by filing a notice to that effect in the Court. There was a further provision in Section 85 of the old Act which was the cause of a good deal of controversy and trouble, to the effect that no award or order shall impair the validity or prevent the operation of any previously existing award or industrial agreement during the term of the latter and except there was power reserved in an award so to do, no amendment could be made in any award during its term which was inconsistent with the true intent and meaning of the award as originally made by the Court.

By the amending Act of 1925, in lieu of these provisions, it is provided:

(1) That it may be prescribed by any award that any of its provisions may be referred to the Court for review at such intervals of time as the Court may think fit.

(2) That at any time after the expiration of the first twelve months from the date of an award and after the expiration of any subsequent period of twelve months, by leave of the Court, the award may be reviewed.

(3) The award notwithstanding the expiration of its term shall, subject to any variation made by the Court, continue in force until a new award has been made.

(4) Notwithstanding the continuance of an award after its term has expired, any person or body bound thereby may refer any industrial matter or dispute, may be governed by the provisions of the award.

The main differences it will thus be seen are that the new Act provides for a regular periodical review and for the continuance of the old award until the new one is made to replace it, and finally that the provision for any party retiring from an award under the old Act no longer exists.

The question I have to consider is whether these new provisions are applicable to old awards, or have operation only under awards made subsequent to the passing of the amendment Act of 1925. Consideration of this question raises the question of the retrospective effect of the provisions of an Act of Parliament. The law with regard to this is laid down by Lindley, L.J., in *Lauri v. Renard* (1892), 3 Ch. 402, 421, where he says:—

"It is a fundamental rule of English law that no statute shall be considered so as to have a retrospective operation, unless its language is such as plainly to require such a construction. And the same rule involves another and subordinate rule, to the effect that a statute is not to be construed so as to have a greater retrospective operation than its language renders necessary."

Again Lord Hatherley laid down the rule as follows in *Pardo v. Bingham* (1887) L.R. 4 Ch. 735, 739, 740:—

"The question is . . . . secondly, whether on general principles the statute ought in this particular section to be held to operate retrospectively, the general rule of law undoubtedly being, that except there be a clear indication, either from the subject matter or from the wording of a statute, the statute is not to receive a retrospective construction . . . . . *In fact, we must look at the general scope and purview of the statute, and at the remedy sought to be applied and consider what was the former state of the law, and what it was the Legislature contemplated.*"

The law is also dealt with by the Interpretation Act, No. 30 of 1918. Section 16 of the latter Act so far as this matter is concerned is as follows:—

"Where any Act repeals or has repealed a former Act or any provision or words thereof, or where any Act or enactment expires or has expired, then, *unless the contrary intention appears*, such repeal or expiry shall not affect any right, interest, title, power or privilege created, acquired, accrued, established or exercisable, or any status or capacity existing, prior to such repeal." And Section 24 of that Act, under the heading of "Special Regulations of Construction," is as follows:—

"Within the meaning of this Act, and of any other Act whenever passed, a later Act shall be deemed to be substituted for an earlier Act, or a provision of a later Act shall be deemed to be substituted for a provision of an earlier Act when such earlier Act or such provision of such earlier Act (as the case may be) is repealed or superseded, and such later Act deals with the same matter as the Act or provision so repealed or superseded, whether it deals with such matter in the same manner or otherwise, and whether it deals only with such matter or with other matters also."

And again Section 3 of the Act so far as this matter is concerned is as follows:—

"In the absence of express provision to the contrary, this Act shall apply to every Act of the Parliament of the State, heretofore or hereafter passed except . . . . in so far as . . . . any provision of this Act is inconsistent with the intent and object of the particular Act."

In the law as stated above it seems to me that the words in italics, referring to the principle laid down as to the intention of the Legislature to be the main test, contain the keynote to the situation as it presents itself to this Court in construing this portion of the Arbitration Act. What was the intention of the Legislature? If the Court uphold that all awards existing prior to the passing of the amending Act of 1925 should operate as if the amending Act were not passed we would have in existence two systems of arbitration law in effect, in many respects conflicting and causing confusion and expense to the parties seeking redress at the hands of this Court. We would have the old awards continuing on, subject to the repealed provisions of the 1912 Act allowing parties to retire therefrom at their own will or continue thereunder for an indefinite period and subject to the difficulties introduced by Section 85 of the old Act, which I have stated above. Again I ask did the Legislature intend that the provisions in the amending Act should be so substituted for the corresponding provisions of the old Act that all awards whether made

before or after the passing of the amending Act should continue in force subject to the provisions of the amending Act as to review and amendment, thus having one set of methods to deal with, and uniform principles to apply to all existing or future awards? It seems to me that Parliament intended to substitute new machinery in place of the old machinery which had proved to be ineffective and that if this new machinery were not applied to all existing awards we would fail to carry out the intention of the Legislature.

I am fortified in this opinion by the decision in *West v. Gwynne* (1911) 2 Ch. In that case Cozins-Hardy, M.R., says:—

"It was forcibly argued by Mr. Hughes that a statute is presumed not to have a retrospective operation unless the contrary appears by express language or by necessary implication. I assent to this general proposition, but I fail to appreciate its application to the present case. 'Retrospective operation' is an accurate term. Almost every statute affects rights which would have been in existence but for the statute. Section 46 of the Settled Estate Act, 1877, above referred to is a good example of this. Section 3 does not annul or make void only existing contract; it only provides that in the future, unless there is found an express provision authorising it, there shall be no right to enact a fine. I doubt whether the power to refuse consent to an assignment, except upon the terms of paying a fine, can fairly be called a vested right or interest. Upon the whole I think Section 3 is a general enactment based on grounds of public policy and I decline to construe it in such a way as to render it inoperative for many years wherever leases for 99 years, or it may be for 999 years, are in existence."

In the same case Buckley, L.J., says:—

"During the argument the words 'retrospective and retroactive' have been repeatedly used, and the question has been stated to be whether Section 3 of the Conveyancing Act, 1892, is retrospective. To my mind the word 'retrospective' is inappropriate, and the question is not whether the section is retrospective. Retrospective operation is one matter. Interference with existing rights is another. If an Act provides that as at a past date the law shall be taken to have been that which it was not, that Act I understand to be retrospective. That is not this case. The question here is whether a certain provision as to the contents of leases is addressed to the case of all leases or only of some, namely, leases executed after the passing of the Act. The question is as to the ambit and scope of the Act, and not as to the date as from which the new law, as enacted by the Act, is to be taken to have been the law . . . . . .

"As matter of principle an Act of Parliament is not without sufficient reason taken to be retrospective. There is, so to speak, a presumption that it speaks only as to the future. But there is no like presumption that an Act is not intended to interfere with existing rights. Most Acts of Parliament, in fact, do interfere with existing rights. To construe this section I have simply to read it, and, looking at the Act in which it is contained, to say what is its fair meaning."

In the case of *West v. Gwynne*, the words "all leases" occur, and in my opinion the words "an award" in the proviso under consideration by this Court are equivalent to "all leases" and mean an award.

Again, in the case of *George Hudson. Ltd., v. Australian Timber Workers' Union*, 32 C.L.R. 413, the majority of the Federal High Court held that an amendment to the Commonwealth Conciliation and Arbitration Act, 1921, assented to on the 16th December, 1921, whereby after the words "parties to the agreement" of a party bound by the agreement including any corporation which has clearly acquired or taken over the business of such party were added, it was held by a majority that the section as so amended applied to a successor, etc., who became such prior to the said 16th day of December, 1921. In the course of his judgment in that case, Mr. Justice Isaacs said as follows:—

"In presence of decision and judicial utterances apparently of varying aspect, it behoves the Court to find the basic principle by which to test any given case. That principle is stated in *Maxwell on Statutes*, 6th ed. at p. 381, on the authority of the Institutes in these terms: 'Upon the presumption that the Legislature does not intend what is unjust rests the leaning against giving certain statutes a retrospective operation.' That is the universal touchstone of the Court to apply to any given case. But its application is not sure unless the whole circumstances are considered, that is to say, the whole of the circumstances which the Legislature may be assumed to have had before it. What may seem unjust when regarded from the standpoint of one person affected may be absolutely just when a broad view is taken of all who are affected. There is no remedial Act which does not affect some vested right, but, when contemplated in its total effect, justice may be overwhelmingly on the other side.

"The Commonwealth Conciliation and Arbitration Act is not a penal Act; nor is it at all proper to regard it simply as imposing obligations or impairing rights. To regard it so would be to mistake its real import. It is a statute embodying a great public policy. Its purpose—of which the advantages or disadvantages are quite outside the province of a Court to discuss, since its inscription on the Statute Book is the declared national will—is to encourage and maintain industrial peace in the Commonwealth. To this end it establishes a high public authority which by conciliation and arbitration may prevent or settle disputes which menace the industries of the Commonwealth. Industrial disputes, of course, involve wages, hours of labour, safety, sanitation and other incidents of industry. The modification of legal relations between employers and employees in relation to these matters in respect of those subjects is of course involved, and that means alteration of rights and obligations. But that is not the prime purpose of the legislation; it is the necessary means of achieving the great object in view—the elimination of stoppage in industries that serve the people of the Commonwealth as a whole. The interests of the disputants are great; but it is because struggles over their individual interests are detrimental to the great general interests of the Commonwealth that the incidental alteration of legal relations of those engaged in industry is undertaken. What resemblance has an enactment with that vast scope, charged with the welfare of a whole community, to an Act imposing a penalty on an individual, or alterating the rights of a bankrupt? The Legislature was well aware that in various industries awards and agreements in the nature of awards had been made and were in operation over vast portions of this continent . . . . . Parliament does not act in such a case without a comprehensive view of the situation. Let us suppose the settled rights of those employees, and the rights of the competing employers under the same or a corresponding statutory obligation; and also the general rights of the public to a maintenance of industrial peace, to be placed by Parliament in one scale of justice, and the claims of the successor of the business to disregard individually the declared right of the employees to settled remuneration and other industrial conditions in the other scale; which can we suppose to weigh the havier? In other words, applying the test as stated in *Maxwell*, on which side is justice? What case is made for restricting the application of the statute to the smallest ambit consistent with any possible construction of its words? To my mind the very opposite construction should be given to it as a remedial statute—as a statute which endeavours to replace strikes and lockouts with public examination and decision and to remove industrial discontent by

abolishing industrial injustice. The effort may or may not be successful, it may or may not be attended with difficulty and error, its policy may be right or wrong—that is for the Legislature to decide; but, as long as it is the legislative will to maintain it, and, as the recent amendment shows, to confirm and to strengthen it where judicial decisions have declared it weak, it is, I apprehend, the function of this Court to construe it in the spirit of its manifest purpose."

I find this to be the acknowledged principle enunciated by the highest judicial authorities. In *the Pieve Superiore; Giovanni Dapueto v. Wyllie & Co.*, the Privy Council, speaking of the statute then under consideration, said: "The statute being remedial of a grievance . . . ought, according to the general rule applicable to such statutes, to be construed liberally, so as to afford the utmost relief which the fair meaning of its language will allow." In *Best v. London and South-Western Railway Co.*, Lord Lorebarn, L.C. (speaking of the Workmen's Compensation Act, 1897, which, like the Arbitration Act, certainly in a sense imposed obligations on employers), said: "It is quite true this Act is a remedial Act, and, like all such Acts, should be construed beneficially." For the purpose of giving effect to the manifest intention of Parliament in a remedial statute, even the literalism of the Act may be departed from. The House of Lords did so in *McDermott v. Owners of Steamship Tintoretto* (see per Lord Loreburn L.C., and Lord Atkinson). Lord Atkinson made a valuable contribution when he observed: "I reckon it to be quite unsound, and to be productive of wrong and mischief to interpret a remedial statute in the spirit of meticulous literalism."

In view therefore, of my strong conviction that it was the intention of the Legislature to substitute the second proviso of Section 90 for corresponding provisions of the old Act as regards all awards now or hereafter in operation, I hold that in this case the application by the Commissioner of Railways may be entertained and considered by the Court.

The other objections raised by Mr. Dunphy, on behalf of the Union concerned, I shall deal with more briefly. It was argued that even if Section 90 is retrospective the application was too late as it could only be made during the term of the award. This objection to the rule applied under Section 88 and not under Section 90 under which application is now made. It has already been ruled by this Court that an application under Section 88 must be made during the term of the award, but this rule does not apply to Section 90, which provides for a regular periodical review during the existence of an award.

The next objection is that the application was not for a variation but for a substitution. The answer to this is that the proviso under which the application was made permits of a review of any of the provisions of the award.

The last objection was that the application has already been decided by the Court on a recent application for enforcement, in other words, that the case was *res judicata*. I cannot hold with this objection. The matter previously decided by the Court was an entirely different one, the *res* in that case was that the Commissioner had committed a breach in not paying a certain person sufficient holiday pay. Here we are dealing with an entirely different matter, that is an application for a review of the award.

Although not necessary for a decision in this particular instance other matters which arose incidentally out of the application were discussed by counsel for both parties at the suggestion of the Court and as they are of general importance I desire to express an opinion upon them. The proviso under which the application is made is to the effect that at any time after the expiration of the first twelve months from the date of an award *and after the expiration of any subsequent period of twelve months* an application may be made for review. It would be convenient for this Court and would probably be conducive to a better working of the Arbitration provisions of the Act if that section could be so read that the words "and after the expiration of any subsequent period of twelve months" were meant to apply to expiration of twelve months from the review of the award by the Court. However, I am constrained in view of the clear wording of the section to the opinion that the period of twelve months referred to is meant to be a calendar period of every twelve months from the date of the award itself. This may lead to difficulties. For instance, the twelve months period of an award may expire on the 30th June and an order on a review may be made on the 31st May, but after the 30th June either party can again come before the Court for another review. Nevertheless the words are so clear and distinct that no other construction, in my opinion, can be placed upon them, than that to which I have referred. The saving grace of the position is the fact that the leave of the Court has to be obtained on any application for a review, but it seems to me a pity that the Court is put to the necessity of considering possible applications within a short period of one another, when commonsense and convenience would seem to indicate that it would be better for all parties when an award or review is made, that they should know that it was fixed for a certain definite term.

The other matter discussed was whether the Court would consider one application for review during the period of twelve calendar months, or more than one application. I am of opinion that only one review may be considered during the calendar period, but of course when a review is applied for by any party to the award, then the other party or parties will also have the right in answer to the application for a review by the one party, to set up a request for review or variation. By this means the claims of both parties may be considered, settled, and determined at the same time.

In the present instance, therefore, it is competent for the various unions in answer to the application for the Commissioner of Railways to set up what portions of the award they require to be altered or changed.

Mr. SOMERVILLE: I agree with the decision that Section 90 applies to existing awards made under the 1912 Act. I believe it was the intention of Parliament and the desire of all concerned that the Act of 1925 should attach to every existing award or agreement immediately on being passed.

In this case the applicant is the employer, but the whole of those unions having awards are concerned, and the interests of the big majority of them require that the right of the Court to amend awards and bring them up to date should be unrestricted.

With regard to the other points as to the date from which amendments will be current: I have no grounds for saying that the construction favoured by His Honour is not strictly correct. Another reading is, however, equally as correct and if acted upon would, I believe, give better results. It is that each amendment continues for twelve months from the date it is signed.

To state a hypothetical case: An award has run its first twelve months on December, 1924, and is subject to review. It may well be that, before the parties can prepare their case, get a date for the hearing to fit in with the other business before the Court, and for the amendment to be declared, it may be September, 1927. By my reading of Section 90 that amendment would be current for twelve months from September, 1927, by the other reading it will be current for twelve months from December, 1924, in fact, only three months, when it will be open to any party to apply for another revision.

The Court can refuse to grant this second revision, but here is the objectionable possibility that the Court to prevent congestion of business may be compelled to

refuse an applicant employer or workers' union a review of an award when they consider the law entitles them to get it.

I have my good grounds for believing that the reading I believe is a quite proper one and it is that which the framers of the section intended. Any doubt about the meaning arises from a foolish amendment introduced in the Legislative Council which aimed at one thing and accomplished something widely different. There are possibilities of a lot of trouble from this section, but they may not materialise and the construction put upon the section by His Honour works smoothly.

Mr. BLOXSOME: I agree with the decision as delivered by His Honour the President, that Section 90 applies to all awards in force when the Act was passed, and also that the 12 months referred to are calendar months and that subsequent periods must be calculated from the date of the award as a base; further, that the power to review is exhausted when one review is made during the 12-monthly period.

Mr. DUNPHY: I take it the Court will not fix a date for hearing without notifying the parties?

The PRESIDENT: The Court will give ample time to enable the unions to put in an answer to the application. The review will be a complete one, not only from the point of view of the Commissioner, but from the point of view of the unions.

Mr. DUNPHY: It will be practically a reference?

The PRESIDENT: It will practically amount to a new award, after the matter has been considered by the Court.

Mr. JACKSON: Will the Court in due course notify the parties of the hearing?

The PRESIDENT: Yes.

Mr. JACKSON: On that date the parties will be supposed to be ready?

The PRESIDENT: We have an application before us. The next step will be an answer to that application. After that, the parties will get together to see if an agreement is possible. Those points upon which they cannot agree will be dealt with by the Court. We want the matter put before the Court in as concrete a form as possible.

Mr. JACKSON: The application has been standing over for some little time and I am anxious that it should be heard as soon as possible.

The PRESIDENT: The Commissioner has put in his application for review. As that is the only review we can take within the period of 12 months, the union has a right to put in its answer.

Mr. JACKSON: You are not fixing the time?

The PRESIDENT: That is impossible at present.

Mr. DUNPHY: I take it that this application by the Commissioner will prevent another application for review being made within the 12 months?

The PRESIDENT: Yes, so that they may as well take the whole matter into consideration and let it be a complete review.

On the 17th July the unions concerned served their answers to the applications on the Commissioner of Railways, and on the 23rd July the Commissioner applied to the Court for direction as to the manner in which the said applications and answers would be dealt with.

A Chamber Summons was made out and the President referred the Summons on to Court on the 26th July, and the views of the parties concerned were heard by the Court on the 26th and 27th July.

On the 28th July, 1926, the following proposition was submitted to the members of the Court by all parties:—

Subject to following conditions the Commissioner of Railways agrees to withdraw the applications lodged by him on 7th May, 1926, for variations of Awards Nos. 4, 5, 6, 7, and 8 of 1921, applying to the W.A.A.S.R.E., etc., and the unions mentioned to withdraw their replies lodged on 17th July, 1926.

The Arbitration Court to be asked to declare under the provisions of Section 88 of the Act the true interpretation of Clause 16, Subclause (a) of Award No. 8 as regards the payment to be made for the 12 days' holidays specified.

If the Court cannot do this, sitting as the Court of Arbitration, that they be asked to sit as a Special Board, all parties agreeing to accept their decision as final and binding in the same way as if given under the provisions of "The Industrial Arbitration Act, 1912-1925."

The Commissioner agrees that whatever the decision is that no alteration will be made as regards payment made for holidays to workers covered by provisions of Part 2 of Award No. 8, or to any of the workers provided for in Awards Nos. 4, 5, 6, and 7 until such time as a new Award is given by the Court or fresh agreements entered into between the parties.

In the event of its being decided by the Court that workers in Part 1 of the Award are entitled to payment of two weeks' pay for the 12 days' holidays, no claim will be made for refund of any amount paid prior to decision being given under this application, but all holidays taken between date of such decision and issue of new Award will be paid for in accordance with decision given.

After hearing the representatives, the Court decided to act as a Special Board, as asked.

28th July, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome, sitting as a Special Board.

Mr. E. Thomas appeared for the Commissioner of Railways.

Mr. C. Haynes appeared for the W.A. Amalgamated Society of Railway Employees.

12th August, 1926.

Reserved Decision.

The PRESIDENT: In this matter it is necessary to go back a little in the history of the case for the purpose of making clear the matter now before us for consideration.

On the 20th day of March, 1926, an application was made to the Court by the Commissioner of Railways for the interpretation of Clause 16 of the Award between the parties, the material portions of which, so far as this matter is concerned, are as follows:—

"16. *Holidays.*—(a) Every worker shall, after twelve months' continuous service, be granted 12 days' leave on full pay each year, the whole of which shall, except by agreement between the Commissioner of Railways and the union to the contrary, be taken at one time in each year: Provided always that, with the consent of the Commissioner, holidays may be allowed to accumulate for two years. Two days' extra annual leave shall be granted to workers stationed at Yalgoo and Goongarrie and north and east thereof, and on the Hopetoun-Ravensthorpe Railway.

(c) Workers shall be paid for holidays at the rate of pay they are drawing at or immediately before the time when such holidays are taken.

(e) Every worker, after six months' continuous service shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the 12 months."

When this application came before the Court objection was taken on behalf of the unions concerned that the Court had no power to deal with the matter, because under Section 88 of the Act, under which the applica-

tion was made, the interpretation therein mentioned could only be made during thhe term of the Award, and as the Awards had expired by effluxion of time, the power that the Court would otherwise have under Section 88, no longer existed. Section 88 may usefully be quoted here. It is as follows:—

"88. With respect to every Award, whether made before or after the commencement of this Act, the Court by order at any time during the term of the Award may declare the true interpretation of the Award, and shall have power to amend the provisions of the Award for the purpose of remedying any defect therein or of giving fuller effect thereto."

The Court on the 22nd April, 1926, delivered its decision agreeing with the contention of the unions and dismissing the application for interpretation.

Whilst the proceedings above referred to were under the notice of the Court, there was also concurrently therewith before the Court an application by the West Australian Amalgamated Society of Railways Employees' Union against the Commissioner of Railways for enforcement of the award in respect of the failure of the Commissioner to comply with the provisions of the said Clause 16 in respect of one, M. Kenna, who it was alleged received less holiday pay in respect of his year of service ended the 30th June, 1925, than he was entitled to. This application for enforcement came before the Industrial Magistrate, Mr. Craig, and was referred by him to the Arbitration Court. From the evidence in that case it appears that for years the officials of the Railway Department had been placing a certain construction upon the said Clause 16 whereby the words "twelve days on full pay" were so construed as to give to the employees in the Railway Service, who were working 44 hours per week, their ordinary pay for a fortnight and one day in addition thereto. The Court in that case decided that in view of the long continued practice of the department itself, an interpretation had been put upon the clause in question which was binding upon it, and ordered that the balance of the holiday pay should be paid.

Shortly after that decision the Commissioner took steps to have the award reviewed for the purpose of amending the said Clause 16. These proceedings were taken under Section 90 of the Act, and the reply by the unions to this application was an application for review by them of practically the whole of the awards. In addition to that the unions also took the first steps towards obtaining a new award under Section 91 of the Act, by serving a request for altered wages and conditions on the Commissioner of Railways with that object.

When the application from the Commissioner under Section 90 of the Act came before the Court, after two days' argument it was agreed by both parties that it would facilitate business if the question of new awards would be considered separate from the matter then in issue as regards holidays. At the same time it was conceded that the unions were within their strict legal rights under Section 90 when the Commissioner applied for a review, also to press their claims for a review, even though such review would mean consideration of practically the whole of awards. As a means of overcoming the difficulties of the situation the parties conferred, and after conferring they agreed to ask the members of the Court to sit as a special board to declare under the provisions of Section 88 of the Act the true interpretation of Clause 16, Subclause (a), that is, to consider the matter as the Court could have considered it were the application made during the term of the award, without regard to any custom that had obtained in the department in regard to its interpretation. The agreement so arrived at was accompanied by certain concessions on the other side, which need not here be referred to.

The members of the Court agreed to sit as a Special Board on the 28th July, 1926, and in that capacity heard the argument on both sides, and after doing so reserved their decision. This has now been arrived at.

In viewing the clause, divorced from any custom which departmental practice had introduced into its interpretation, it seems to me that the true interpretation of the clause can be ascertained from the context. The first words whose meaning we have to consider are:—

"Every worker shall, after 12 months' continuous service, be granted 12 days' leave . . . the whole of which shall . . . be taken at one time in each year."

It seems to me that when the Court said this, it intended that the holiday should be 12 consecutive week days, because so far as holidays are concerned Sunday is a *dies non,* and "twelve consecutive week days" means, put into other language, one fortnight. Thus, if the leave commences on, say, Monday, 5th July, it would expire on Saturday, 17th July, both days inclusive.

What we have to consider is the meaning of the words "full pay," because the clause reads, "12 days' leave on full pay." The question of the meaning of the word "full" in the phrase "full salary" came before the English Courts for decision in the case of In re Marcus, *Marcus v. Marcus,* reported in 56, L.J., Ch. 830. In that case, Mr. Justice North stated:—

"The next question is what 'full salary' means. . . . I think the expression 'full salary' refers to this: it is to be the full salary for six months, that is to say, it is to be calculated without any incidental deductions that might be made either by the custom of trade or owing to illness or anything of that sort. It means that it is to be the salary for six months without deduction."

It seems to me that the words "full pay" have the same significance in this holiday clause. It means pay without any deduction.

It seems to me that the word "holidays" or the idea associated with the word "holidays" has often been grievously misconceived. Holidays are really rest periods given to workers for the purpose of recuperation, that is, to recover from the physical fatigue brought about in carrying out the functions of their employment, and to render them fit to continue to render further service. They may be granted on full pay as the phrase is used here, or without pay, or on half pay or otherwise. Sometimes, as in the case of public servants, holidays are granted on half pay in certain instances; then the worker would receive during the period of rest, or cessation of work, half the pay that he would receive had he actually worked. If they are granted without pay, the worker simply takes his rest period and receives no payment for the time during which he, by mutual agreement, is absent from his duties without breaking the continuity of service with his employer. It follows that except there is a special agreement so to provide, the worker is not entitled to receive from his employer during the rest period when holidays are granted on full pay anything more than he would have received had he carried out his duties during that period in the ordinary way, free of overtime or other similar incidents. To hold otherwise would mean that he was entitled to some bonus in addition to his holidays, which would necessarily require a special agreement. In order to bring out more clearly the meaning of the words used in the section, it is only necessary to contrast the workers' privileges under a grant of 12 consecutive days' leave on full pay with 12 consecutive days' leave without pay. In one case he would receive a certain amount, in the other he would lose that amount—no more and no less.

Let us take another example: The worker on a 48 hour week received, let us say, £5 10s. per week, equivalent to 18s. 4d. per day of eight hours, or 2s. 3½d. per hour. When his holidays come, he is away from duty for a fortnight, or, as it is put, twelve consecutive days,

and receives the equivalent pay of £11. This exactly corresponds to twelve times 18s. 4d. Assuming now that the worker's weekly hours are reduced from 48 to 44, he will still receive the same pay per week, viz., £5 10s., but in this case his hourly rate will be increased to 2s. 6d. per hour, and his daily pay to £1, working a clear eight hours on five days of the week and four hours on the other, which is the usual method of distribution of the 44-hour week. But this would not entitle him to receive 12 times £1 during his cessation of work for the twelve consecutive days. If it did, then it is evident that he would be receiving more to the extent of £1, while he is away from duty on leave than he would be if he were working; and furthermore, it would follow that if the 44 hours were worked on five days of the week then, as he would receive the daily pay of £1 2s. at the end of twelve consecutive days' holiday, he would receive £13 4s. and so on for any lesser period in which the hours might be worked. This would reduce the whole idea of pay for holiday to a result that the parties never contemplated.

I hold, therefore, that the true interpretation of the award in this case is that 12 consecutive days' holidays are provided for, that is, one fortnight, and that the worker is to receive during this period of rest and recuperation the amount which he would have received had he worked in the ordinary way without overtime, and without any deduction during that period, and no more.

Mr. SOMERVILLE: The circumstances under which we sit as a Board are peculiar and of such a nature as to make me regret that the decision is not to be a unanimous one.

I find myself in a difficulty as to what are exactly the terms of reference to this Board. I understood when we were discussing the matter in Chambers that we, as a Board, were to decide the question on the presumption that we had before us a copy of the award and nothing else. It has been stated from this bench on numerous occasions that this is the only proper way for the Court to approach the interpretation of any clause. What do the words used mean when the sentence is read as an ordinary piece of English? I have agreed with this view on numerous occasions. It is utterly impossible for any three men to re-establish the exact condition of balance for and against any given proposal which led to the terms fixed in the clauses of an award, and when the personnel of the Court has changed, the only proper thing to do is to have regard only to the words used.

Considered in this way, so often endorsed as the correct one, and in the way I understood the parties desired, I cannot see any reason to depart from the finding in the enforcement case. "Twelve days on full pay," when translated into money, means twelve times the amount for one day.

When the discussion took place in open Court, this basis was departed from, and the growth and change in the wording of the clause was brought in, and we were asked to decide, if possible, what was the intention of the Court which made the award. It is not, as a rule, wise to attempt the impossible, but I have endeavoured to meet the desire of the parties. I have consulted my own notes made at the time, and refreshed my memory from every source available, and I give it as my opinion that if, when speaking to the minutes, the Court's attention had been directed to the fact that the holiday clause required altering to accord with the reduction in the hours, then the clause would have been altered. The necessary change in language, and it would be a considerable change, would have been made to provide that when a man was on paid holidays he would get the same pay as he would have got had he been working.

The necessary alteration in the holiday clause consequential upon the alteration in the hours was not seen by either of the parties or by any member of the Court, hence all the trouble.

I have made these remarks because I think it desirable that the parties should know how to shape their evidence upon the holiday clause in the case which is to be heard in the near future.

Mr. BLOXSOME: I agree with the decision delivered by His Honour the President.

APPRENTICESHIP REGULATIONS.

On the 18th August the Apprenticeship Regulations drawn up by the Court were approved by the Governor in Council. The Regulations were gazetted on the 20th August and laid on the tables of both Houses of Parliament on the 24th August.

On the 22nd September, the Hon. J. Nicholson, M.L.C., moved that the Regulations be disallowed. The Hon. J. M. Drew, Chief Secretary, secured the adjournment of the debate.

On the 30th September the matter had not been decided.

INTERPRETATION.

No. 389 of 1926; File 3207.

Western Australian Police Union of Workers
v.
The Hon. Minister for Police.

9th September, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. Neil McGowan appeared for the Union.
Mr. E. Thomas appeared for the Minister of Police.

14th September, 1926.

Reserved Decision.

The PRESIDENT: In this case the Court is asked for an interpretation of the following words in Clause 29:—

"Provided that all employees upon reaching 65 years of age shall be retired from the service."

The full clause in which these words occur is as follows:—

"An employee reaching the age of 60 years shall have the right to retire, or may be retired by the Commissioner: Provided that all employees upon reaching 65 years of age shall be retired from the service."

This case has been referred to the Court under a misconception on the part of the applicant, the Police Union. The applicant considered that notwithstanding that an officer had reached the compulsory retiring age of 65 years, he still continued a member of the staff of the Police Department during the whole of any unexpired period of leave of absence to which he was entitled, and it was the desire of the applicant union that such leave of absence should be availed of by the officer entitled to it prior to his attaining the age of 65 years.

The clause dealing with retirement has to be read in conjunction with the application. It is Subclause (c) of Clause 23, which is as follows:—

"Any employee who retires or is retired upon reaching the retiring age, or through ill health, shall be paid for long service leave pro rata to date of retirement."

This clause substitutes for the period of leave the monetary value or pay for such leave. The meaning, therefore, of the cause referred to the Court is this: when an officer reaches the age of 60 years and voluntarily retires or is retired by the Commissioner, or when an officer reaches the age of 65 years, the compulsory retiring age, he thereupon ceases to be an officer of, or connected with the department, and at the time of his

retirement he is given in cash the amount of pay corresponding to any period of long service leave which had accrued due to him, or to which he was entitled. In effect, he does not receive his actual leave, but he receives a cash payment in lieu thereof, which, of course so far as the officer retiring is concerned, comes to the same thing, but he ceases to be a member of the Police staff and his position may therefore be filled.

Mr. SOMERVILLE: I agree with the decision.

Mr. BLOXSOME: I agree with the decision.

Mr. McGOWAN: I might mention that it was through no misconception on the part of the applicant that this application was made. As I stated before, we got the ruling of the Commissioner before we approached the Court; and if the ruling had been the same as that now agreed to we would not have been here.

The PRESIDENT: Everything is cleared up now.

Mr. McGOWAN: Thank you, Your Honour.

INTERPRETATION.

(Award No. 6 of 1923.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 259 of 1926; File 3071.

Metropolitan Hairdressers and Wigmakers Employees' Union of Workers
v.
H. Lovering.

13th September, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. W. H. Dunphy appeared for the complainant Union.

Mr. F. W. Martin appeared for the defendant.

On the 25th June H. J. Craig, Esq., Industrial Magistrate, commenced the hearing of an application for enforcement brought by the complainant Union against H. Lovering. The charge was that he employed three junior workers, Misses Darnell, Marsh, and Spurr, not being apprentices nor hairdressers, whereas no junior worker is provided for in the award.

The Industrial Magistrate referred the following questions to the Court for interpretation:—

(1) Whether the provisions of Award No. 6 of 1923, apply to the business carried on by defendant, namely, a ladies' toilet saloon where ladies' hair is cut and dressed?

(2) Does the award cover female employees engaged in the industry to which it refers?

13th September, 1926.

Decision.

The PRESIDENT: The questions put to the Court dealing with the interpretation of this award by Mr. Craig, acting as Industrial Magistrate, are as follow:—

(1) Whether the provisions of the award No. 6 of 1923 apply to the business carried on by defendant, namely, a ladies' toilet saloon where ladies' hair is cut and dressed?

In view of the findings of the Industrial Magistrate on the facts, there can be other answer to that question except in the affirmative. It does apply.

The second question is:—

(2) Does the award cover female employees engaged in the industry to which it refers?

The answer to that is also in the affirmative.

These answers will be conveyed in the usual manner by the Registrar to the Industrial Magistrate, who will deal with anything else arising out of the case. But while there is no doubt that the award, as it is is, applies to females, there is also very little doubt, I think, that when the award was being made little or no attention was directed to the fact that females either were employed in this industry or were likely to be employed. When in the course of time a good deal of this industry was devoted to the dressing of ladies' hair, the obvious course for the employers to follow was to apply to the Court for an amendment of the award if they considered that provision should be made for this class of work. The onus there did not rest on the union, but upon the employers. That has not been done up to the present. That is the remedy. To hold otherwise would simply lead to this: that the award could be violated and its provisions rendered of no use.

Mr. SOMERVILLE: I agree with the decision.

Mr. BLOXSOME: I agree with the decision, but would like to point out that I am quite convinced that at the time the award was made it did not contemplate the employment of female labour in this industry. I do not think, however, that that fact exonerates the employer from having to pay the rate of wages set out in the award.

ALLEGED OFFENCE AGAINST THE ACT.

No. 176 of 1926. File 2988.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

Fire Brigades Employees' Industrial Union of Workers, W.A.,
v.
The W.A. Fire Brigades Board.

Charge: Contrary to the provision of Section 132 of "The Industrial Arbitration Act, 1912," Fireman Seaby was wrongfully dismissed whilst seeking a new coat, as provided for in Section 15 of the Industrial Agreement No. 20 of 1925.

21st June and 7th September, 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. G. Ryee appeared for the Union.

Mr. M. G. Lavan appeared for the Board.

14th September, 1926.

Reserved Decision.

The PRESIDENT: This is a charge under Section 132 of "The Industrial Arbitration Act, 1912," laid by the Fire Brigades Union in the following terms:—

"That the Fire Brigades Board, contrary to Section 132 of 'The Industrial Arbitration Act, 1912,' wrongfully dismissed Fireman Seaby whilst seeking a new coat, as provided for in Section 15 of Industrial Agreement No. 20 of 1925."

Section 132 of the Act provides:—

"No employer shall dismiss any worker from his employment or injure him in his employment or alter his position to his prejudice by reason merely of the fact that the worker is an officer or member of an industrial union or association, or of a society or other body that has applied to be registered as a union or association, or is entitled to the benefit of an industrial agreement or award."

That is what is called the victimisation section of the Act, and it deals with victimisation from the point of view of the worker. There is a corresponding section.

No. 133, which may also be termed a victimisation section of the Act, and which deals with the position from the point of view of victimisation of the employer. That section reads:—

"No worker shall cease work in the service of an employer by reason merely of the fact that the employer is an officer or member of an industrial union or association or of any society or other body that has applied for registration as an industrial union or association or is entitled to the benefit of an industrial agreement or award."

It will be seen, therefore, that these two sections are reciprocal: in the one case the worker is preserved from victimisation, and in the other case the employer. I need hardly add that this Court will always be jealous to see that nothing in the way of victimisation will obtain in this State so far as awards or industrial agreements over which the Court has jurisdiction are concerned. Therefore, if the Court should find at any time that this section is being infringed—for instance, if the Court held the charge to be proved in the present case, that the worker, simply because he was seeking a benefit under an industrial agreement, was dismissed for that cause—the Court would exercise all its powers under Section 132, so far as it could, to see that there would be no repetition of an offence of that kind. But when we come to address ourselves to the facts of this case, we have to see whether the offence charged is established.

These two sections go further than merely stating that victimisation is a punishable offence. They go much further, in that they introduce a new principle which, until recently, was very seldom seen in any Act of Parliament passed by the British Legislature or by a subordinate Legislature. The sections introduce the principle that the onus is thrown upon the person charged, once a *prima facie* case is made out, to establish his innocence.

The question for the Court to determine is, therefore, this: has the Fire Brigades Board of Western Australia established to the satisfaction of the Court that it dismissed (because the dismissal is admitted) Fireman Seaby for some other cause (it does not matter what other cause) than that of his seeking a benefit to which he was entitled under the Industrial Agreement governing his employment.

Every employee is bound at common law to obey all the lawful directions and instructions of his employer. Apart from that, the employment by the Fire Brigades Board of its employees is governed by certain specific regulations. Regulation 45 provides:—

" . . . (c) Every member of the brigade must obey and carry out the lawful orders of his superior officers to the best of his ability, and must conform to all rules and regulations which have been made or may be made from time to time in the brigade order book.

(d) He shall not resign or discontinue the duties connected with the brigade unless permitted by the chief officer, or in his absence any other responsible officer of the brigade, unless he shall have given to such officer one week's previous notice in writing."

Under Regulation 51 any member having a grievance of any kind, or having any charge to make against another member of the brigade, is required to do so through the officer in charge of his station in writing to the chief officer. That regulation shows the manner and method in which grievances are to be investigated.

From the evidence, it is certain that early in the morning of the 8th February there was a wordy encounter between Fireman Seaby and Foreman Clapp in reference to the cleaning of a coat. Fireman Seaby thought, rightly or wrongly, that the foreman had suspended him. That is what he says in his evidence in this case. The foreman says he did not suspend Seaby then, but did suspend him subsequently for not carrying on with his work. I hold that, in the absence of the Chief Officer the foreman was entitled to suspend Seaby under Regulation 46. That suspension was reported to the Chief Officer, who upheld the suspension and referred it in the course ordinarily pursued to the Fire Brigades Board. The Fire Brigades Board considered the suspension and dismissed Seaby.

Seaby appealed. Evidence was called on his behalf. The matter was again considered by the Fire Brigades Board, who unanimously dismissed the appeal on the 1st March, 1926, the members present being the President, Messrs. Chesson, Critchley, Curlewis, Liggins, and Robinson.

Now, whatever may have been the original trouble between Fireman Seaby and Foreman Clapp, there is no doubt that the cause of the suspension was neglect to obey orders, and that was the complaint made to the Chief Officer. It was open to Fireman Seaby to lodge a complaint in writing in the terms of the regulations I have already quoted, but he did not do so. It was open for him to say, "I am not dismissed for disobeying orders; I am dismissed for asking for a new coat," but he did not do that. Therefore, the case presented to the Chief Officer was dismissed for disobedience of orders. The case presented to the Fire Brigades Board was a case of dismissal or suspension for disobeying orders. The case considered by the Appeal Board was a case of dismissal or suspension for disobeying orders. So far as I can see from the regulations, the Chief Officer apparently has not the right to dismiss, nor has the foreman. It is the Board that has the right to dismiss, and the complaint and charge before the Board was that of disobeying orders.

That is amply borne out by the exhibits in the case and the evidence put before the Board. On the 20th February Fireman Seaby was written to by the Chief Officer as follows:—

"I am directed to inform you that the Board at its meeting held yesterday decided to uphold your suspension for refusing duty on the 8th inst.——

(not for asking for a new coat, but for refusing duty)—

"You are now required to show cause why your services should not be dispensed with."

Apparently there was some inaccuracy in that letter as regards procedure: Seaby was not merely suspended but dismissed. Fireman Seaby's reply is as follows:—

"Yours of the 20th inst. to hand. I have to inform you that a mistake has occurred, inasmuch as I did not refuse duty on the 8th and on the 9th. I was sent for to resume duty, but for some unaccountable reason was denied the opportunity of resuming. I will call witnesses to prove the truth of these statements and hope to show cause why I should not be dismissed."

He did endeavour to show cause to the Board, but the Board unanimously upheld the dismissal for disobedience of duty.

We have the statements that were put in as evidence, statements that were made before over the matter assumed the serious aspect it afterwards did. Shortly after the occurrence, namely, on the 9th February, we have a statement signed by Firemen Caddy and Morrison, as follows:—

"Foreman Clapp and Fireman Seaby were discussing uniform, Seaby having asked for a new tunic which he produced, the foreman saying that it was quite good. Seaby said that he had already had it cleaned twice. Foreman said, 'I will give you some petrol and you can clean it.' Seaby said, 'I might.' Foreman said, 'You will.' Seaby said, 'I might.' Foreman said, 'Don't you back answer me or I will suspend you,' and walked away. Seaby removed his overalls and walked to the watch room. Foreman approached Seaby saying, 'Where are you going, Seaby?' Seaby said, 'I am suspended.' Foreman said, 'You're not.' Seaby said, 'I am.' Foreman said, 'Get on with your work painting the Commer car or I will suspend you.' Seaby

said, 'I am suspended.' Foreman said, 'I will suspend you now for refusing duty.' "

That statement was made by Firemen Caddy and Morrison the day following the occurrence, when everything must have been fresh in their minds. If any reliance is to be placed on it at all, there was no suspension in the first instance in connection with the coat, but there was suspension for refusing duty. But, as I have said, in any event the case before the Board which is the dismissing body, was suspension for refusing duty.

There is another statement from another fireman, named Evans, which also is dated 9th February. It is as follows:—

"Seaby approached the foreman about an undress tunic and Seaby was told it could be cleaned. He replied he had cleaned it twice. The foreman said he would give him some petrol and he could clean it again. Seaby said he might do it. This conversation was repeated several times, after which Seaby was told if he did not do as he was told he would be suspended. After several more times repeating this Seaby left Foreman Clapp and came into the engine room with his overalls off. The foreman asked where he was going and Seaby replied, 'In the office for my suspension.' He was told by the foreman he was not suspended, but to carry on with his work on the car. Seaby replied he was waiting for his suspension. After several requests on the foreman's part to induce Seaby to go to his work, Seaby was told if he did not go to his work he would be suspended for refusing duty. Seaby replied he was waiting for suspension. The foreman then gave him a final decision and told him he was suspended for refusing duty. The above is word for word as far as I can give."

Now, I am omitting altogether the statement of Foreman Clapp. I am giving the statements made by the other officers, who were present, and I cannot come to any conclusion from them other than that the suspension was a suspension for refusing duty; and although the origin of the trouble had something to do with the cleaning of the coat, the real reason for the suspension was Seaby's refusal of duty.

I might go further and even take Seaby's own evidence, which seems to me clearly to indicate that it was his refusal of duty which was the real cause of his suspension.

The following is an extract from the notes of evidence:—

"When the matter was investigated by the Chief Officer on the 8th was not that the charge that Foreman Clapp made against you, refusing to do duty when ordered?—That was the charge by Foreman Clapp."

It seems to me that that is clear.

"The Chief Officer heard that charge?—Yes.

And evidence was called before him in relation to it?—Yes.

Other witnesses were called besides you and Clapp?—Yes.

And the Chief Officer decided, after hearing all the witnesses called, that your suspension be upheld for refusing duty?—Yes. He said that he upheld the suspension, but he did not say what for."

It was obvious that the suspension was for refusing duty. That was the charge.

"Did not Clapp say that the reason he suspended you for was the refusal of duty?—Yes."

Seaby admits that that was the charge and he was dismissed. I therefore hold in this case that the charge laid against the Fire Brigades Board is not proved.

I desire, however, to add this, that this Court would not for a moment tolerate the dismissal of an employee for seeking a benefit under an award or for other causes mentioned in Section 132. The Court would be careful to see that a dismissal for any of those causes was not covered over by a dismissal for some other alleged cause.

In this case I am satisfied from the whole of the evidence, including the evidence of Seaby himself, that the cause of his dismissal was refusal of duty.

Mr. SOMERVILLE: The charge in this case is under Section 132. I know something of the history of that section, of the hopes which were built by trades unionists upon it, and of the very great difficulty in making it of any real value in the protection of unionists. It is so easy to give plausible reasons for the discharge of a unionist which are not the true reasons. The Legislature were apparently alive to these difficulties, for the usual procedure is reversed and the onus is on the employer to prove that a worker has been discharged for some reason other than that he was entitled to the benefit of an industrial agreement. In view of these facts it is the evident responsibility of the Court to examine with very great care indeed every scrap of evidence which in any way indicates what is the true reason why some particular worker has been discharged. With regard to the coat itself, I have examined it carefully and I cannot escape the conclusion that when Mr. Ryce asserted that its condition was causing domestic unhappiness and spoiling Seaby's shirts, he was using the language of exaggeration. However, we are not called upon to decide if the coat was fit for further wear, because under the terms of the agreement Mr. Seaby had the right, through his union, to take the matter beyond the decision of the foreman, provided he first complied with the directions of the foreman and cleaned the one he had.

As to the circumstances leading up to the suspension of Seaby they can, I think, be quite fairly summed up by saying that Seaby and Foreman Clapp had an argument, such as I daresay takes place in dozens of works every day in the week. After an interval during which Seaby changed his clothes and washed, and both he and the foreman had a chance to cool down, the foreman again gave Seaby a chance to go on with his work and Seaby refused. Why a worker should persist in holding himself suspended in face of the reiterated assertion by his foreman that he was not is something the reason for which I cannot follow. It was clearly a very foolish action, which placed him irretrievably in the wrong, and gave the foreman no option but to suspend him. This suspension was only temporary until confirmed by higher authority. Now, if the section under which this section is taken were like the section under which enforcements are taken, there would be no necessity to go further, but it is entirely different. It is peculiar and requires very definite proof that an alleged cause of action is the true cause. The authority by whose action Seaby was discharged, was not Clapp or his superior, Lambourne, but the Chairman in the first instance, supported by a resolution of the Board. It appears to me that the recalling of Seaby by Mr. Lambourne was a definite act of reinstatement, even though only temporary. This was nullified on the direction of the Chairman. We have not heard from the Chairman, and it is not sufficient in discharge of the onus thrown upon the Board by Section 132 simply to produce a record of the minutes of the Board meeting. Seaby acted foolishly, but his offence was not sufficiently serious to prevent Mr. Lambourne thinking him quite fit to go on with his work until the meeting of the Board, and a meeting of the Board did not take place for 11 days after the offence. Mr. Lambourne is the officer who is directly responsible for discipline, and if he thought Seaby might go on for a time there must have been some reason for the Chairman's action which we do not know.

I am not prepared to accept the secondhand statement that Mr. Campbell thought the offence too serious to even temporarily reinstate him, any more than I would accept a secondhand statement that he was dis-

charged because as a unionist he desired to get all the agreement gave him.

I am aware that in a Fire Brigade discipline must be maintained, but the most exacting military martinet must wink at an occasional barney between minor officials and the rank and file. If discharge followed every such barney there would soon be no corps.

The severity of the punishment is so out of proportion to what Mr. Lambourne apparently thought a minor offence, that the impression is left on my mind that we have not heard all the reasons for Seaby's discharge.

In my opinion, the employer in this case has not fully met the responsibility thrown upon him by the Act of proving that Seaby was dismissed for some reason other than that he claimed a benefit he was entitled to under an agreement.

Mr. BLOXSOME: I agree with the judgment as delivered by His Honour the President. I would like to add that if such a case of insubordination as that of which Seaby was clearly guilty was passed over and a fireman guilty of such conduct was allowed to remain a member of the Fire Brigade, it would be useless to expect the Fire Brigade to retain the high state of efficiency it has attained and which the public so highly appreciates.

The PRESIDENT: The case is dismissed.

Case dismissed.

AMENDMENT OF AWARD.

CARPENTERS AND JOINERS (GOVERNMENT).

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 312 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, the Fremantle Harbour Trust, the Minister for North-West, and the Minister for Trading Concerns, and the Amalgamated Society of Carpenters and Joiners, Perth Branch (now known as the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers), and in the matter of an application by the abovenamed Union for the Court to amend the said Award.

UPON hearing the application of Mr. E. Ketterer, on behalf of the applicant Union, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 2 of Award No. 34 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed Schedule.

Dated this 8th day of July, 1926.

By the Court,

[L.S.] (Sgd.) WALTER DWYER,
President.

Schedule referred to :

CARPENTERS AND JOINERS.

AN Agreement made this twenty-fourth day of February, 1926, between the Minister for Works, the Minister for Water Supply, Sewerage and Drainage, The Fremantle Harbour Trust, Minister for North-West, The Minister for Trading Concerns (in his capacity of Administrator of the State Implement and Engineering Works), The Minister for Agriculture, and the Minister for Lands (other than in connection with Sawmilling operations) of the one part and The Amalgamated Society of Carpenters and Joiners (Perth Branch) of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 34 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed, that is to say :

IT IS HEREBY AGREED BETWEEN THE PARTIES :

(The dates shown in parentheses are the dates from which it is agreed such alterations shall operate.)

Minister's bound by Award.

Add the following :—

Minister for Agriculture, Minister for Lands (other than in connection with the Sawmilling operations) and after the words "Minister for Trading Concerns," add "in his capacity as administrator of the State Implement and Engineering Works."

Clause 3.—Rates of Pay.

It is hereby agreed that the minimum rate of pay shall, in lieu of the rate prescribed by Clause 3 of the Award, be 107/4d. per week of 44 hours. (1st October, 1925.)

It is also agreed—

(*a*) that the rate of pay is fixed on a weekly basis subject to the following conditions, namely :—

That if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week ; and

(*b*) that notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligations on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage ;

(*c*) Paragraphs (*a*) and (*b*) are in conformity with existing practice which will continue and be observed.

It is further agreed—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this agreement shall be automatically adjusted in accordance with such declaration.

Clause 6.—Hours.

44 Hours shall represent a week's work in lieu of 48 hours as prescribed by Clause 6 of the Award, on the following condition :—Such ordinary working hours shall not exceed 8 hours on the first 5 days of the week and 4 hours on Saturdays. (2nd July, 1924.)

Clause 7.—Overtime and Holidays.

Delete Sub-clause (*a*) and substitute in lieu thereof :—

"All time worked in excess of or outside the usual hours shall be paid at the rate of time and a-half for the first four hours after the usual stopping time, and double time thereafter, provided that employees called to start work within an hour and a-half of the usual starting time shall be paid at the rate of time and a-half until the usual starting time." (26th September, 1924.)

Add the following to Sub-clause (*c*) :—

"Employees who are compelled by the employer to work on the Union's picnic day shall be paid at double time rates." (From date Agreement is signed.)

Add the following to Sub-clause (*g*) :—

"If the Union picnic day is taken as a paid holiday the balance of leave due shall be reduced accordingly." (From 26th September, 1924).

Delete Sub-clause (*h*) and substitute in lieu thereof :—

"All employees employed for a period of less than 12 months' continuous service shall receive holiday pay as follows :—After one month's continuous service holidays in proportion as the length of service is to the full number f holidays for the twelve months. Casual workers are not entitled to holidays." (26th September, 1924.)

Clause 13.—*Interviewing Workers.*

Delete the Clause and substitute in lieu thereof :—

"On notifying the Officer-in-Charge any officer of the Union authorised in writing by the President and Secretary of such Union shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the employees in such place or premises:

"Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The officer in charge shall determine whether employees are being hampered or hindered in their work." (From date Agreement is signed.)

Preference of Employment.

Add a new Clause to stand as Clause 18 :—

"Preference of employment shall be given to financial members of the Union provided the Minister shall not be under any obligation to communicate with the Union office to ascertain whether a member is financial." (From date Agreement is signed.)

Payment of Wages when services terminated.

Add a new Clause to stand as Clause 19 :—

"When an employee is discharged before the usual pay day he shall be paid his wages when he ceases work or it shall be forwarded to his address the day after by registered post at the employer's risk." (From date Agreement is signed.)

Notice Boards.

Add a new Clause to stand as Clause 20 :—

"A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered essential for the convenience of the Union concerned to have a notice board." (From date Agreement is signed.)

Application to Court.

It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the Union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Term.

This Agreement shall operate from the date hereof until the 26th September, 1926.

Signed by the said Minister for Works.

ALEX. McCALLUM.

Witness—W. S. Andrew.

Signed by the said Minister for Water Supply, Sewerage and Drainage.

ALEX. McCALLUM.

Witness—W. S. Andrew.

Signed by the said Minister for the North-West.

J. M. DREW.

Witness—A. O. Neville.

Signed by the said Minister for Trading Concerns.

ALEX. McCALLUM.

Witness—W. S. Andrew.

Signed by the said Minister for Agriculture.

M. F. TROY.

Witness—L. Jones.

Signed by the said Minister for Lands.

W. C. ANGWIN.

Witness—L. H. Jago.

Signed on behalf of the Fremantle Harbour Trust.

TOM CARTER,
Chairman.

F. STEVENS,
Secretary.

Witness—J. H. N. Taylor,
Commissioner.

Signed on behalf of the Amalgamated Society of Carpenters and Joiners (Perth Branch).

J. DENT,
President.

E. KETTERER,
Secretary.

Witness—W. M. Cook.

BOARD OF REFERENCE.

ENGINEERS.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of Awards Nos. 22 and 31 of 1922.

Upon reading the joint application of the Applicant and Respondent in the abovenamed Awards, and by consent, it is hereby ordered that for the purpose of settling disputes arising under or out of the abovementioned Awards, a Board of Reference may be appointed, to consist of the Chairman and two other members, one to be nominated by the Union and the other by the Minister of the Department concerned. The Chairman shall be some person agreed upon by the nominated members and willing to act, but if such members are unable to agree upon some person to act as Chairman, the parties shall accept as Chairman any person nominated by the Court: Provided, however, that should the services of an Industrial Magistrate be available, both parties hereby agree that such Industrial Magistrate shall be Chairman. The functions of the said Board shall be, on the application of either of the parties, of the allowing, approving, fixing, determining, or dealing with any matter or things arising under or out of the Award, or any matters or things arising as aforesaid which the Court may from time to time ask the Board to deal with: Provided, however, that any finding of the Board shall in no way vary or annul any of the provisions of the said Award. The decision of the Board shall be the decision of the majority of the members, and shall be signed by the Chairman and forwarded to the Clerk of the Court, who shall forthwith notify the parties.

The decision of the Board may be reviewed and altered by the Court on the application of any of the parties, provided that notice of an application to the Court to review such decision shall be given within seven days from the date thereof to the Chairman and the opposite party, and the application lodged with the Registrar asking for such review within fourteen days of such decision: Provided further, that all parties shall abide by the decision unless and until the same is altered by the Court. Either party may at any time vary its nomination of representative member.

Liberty to apply.

Dated this twenty-eighth day of September, 1926.

By the Court,

[Seal.] WALTER DWYER,
President.

VARIATIONS OF AWARDS AND INDUSTRIAL AGREEMENTS TO MAKE THEM CONSISTENT WITH THE BASIC WAGE.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 313 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The fourth day of August, 1926.

THIS matter having come up for hearing before the Court on the twenty-sixth day of July, 1926, and the Court having heard Mr. J. W. Burgess on behalf of the Hospital Employees' Industrial Union of Workers (Coastal Branch), and Mr. E. Thomas on behalf of the Board of Management of Perth Hospital and others, doth hereby order that Industrial Agreement No. 35 of 1925, dated the fifth day of May, 1925, be and the same is hereby varied as follows, such variation to take effect from the first day of July, 1926:—

By deleting Clause 8 and substituting in lieu thereof the following:—

Clause 8.—*Wages*: The minimum rate of wages payable to employees under this Agreement shall be as follows:—

Head Orderly—£5 1s. 2d. per week, with a deduction of £1 5s. 9d. per week for board and lodging.

Hall Porter and all other Orderlies—£4 5s. per week. with a deduction of £1 5s. 9d. per week for board and lodging.

Orderlies performing special duties, such as night calls, shaving for surgical purposes, bath orderly, mortuary orderly, V.D. orderly, laundry boiler attendant, splint maker and instrument attendant, and when employed driving motor ambulance or horse, to be paid at the rate of five shillings per week extra. When an orderly relieves an employee on duties carrying this special allowance, such relieving orderly shall be paid the special allowance at the rate of tenpence per day.

	Per week. £	s.	d.
Laundry Staff:			
Workers under the age of 17 years ..	1	8	6
Workers under the age of 18 years ..	1	14	10
Workers under the age of 19 years ..	2	1	2
Workers under the age of 20 years ..	2	7	10
Workers under the age of 21 years ..	2	7	10
Workers of 21 years of age and upwards	2	17	7
All ironers and shirt and collar machinists over 21 years	3	3	1
Washhouse-man	4	10	2
Washhouse-woman	3	0	1

	Per week, with board and lodging. £	s.	d.
Kitchen Staff:			
First Cook, Perth Hospital	3	1	10
First cook, elsewhere and Cook where only one employed	2	11	4
All other Cooks	2	5	4
Kitchenmaid	1	11	4
Scullerymaid	1	11	4
Kitchenman	3	2	3
General Staff:			
Waitress	1	11	4
Housemaid Waitress	1	11	4
Pantrymaid	1	11	4
Housemaid	1	11	4
Doctors and Matrons' Maid	1	11	4
Wardsmaid	1	11	4
Relieving Maid	1	11	4

Gardeners and Assistant Storemen—same as other Orderlies.

Employees in this section, kitchen and general staff, whose wages are computed on a living-in basis and are required to live out, shall receive £1 5s. 9d. per week in addition to the rate specified. If required to lodge out only they shall be paid eight shillings and sevenpence per week in addition to the rate specified.

Where employees who are paid on a living-out basis are provided with meals by the hospital a deduction shall be made from the wages at the rate of ninepence for each meal provided.

Liberty to apply.

By the Court,

[Seal.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 369 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the third day of August, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Australian Clerical Association (Western Australian Branch) Industrial Union of Workers, and Mr. L. L. Carter on behalf of Goode, Durrant, and Company, Limited, and others, doth hereby order that Industrial Agreement No. 2 of 1925, dated the fifth day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the third day of August, 1926:—

By deleting Clause 7 (a) and substituting in lieu thereof the following:—

Clause 7. Wages: (a) Wages shall be paid weekly and the minimum weekly rates of wages shall be as follows:—

	Males. £	s.	d.	Females. £	s.	d.
1st six months experience ..	0	15	11	0	15	11
2nd six months experience ..	1	1	3	1	1	3
2nd year's experience ..	1	9	3	1	6	7
3rd year's experience ..	1	19	10	1	11	11
4th year's experience ..	2	13	2	2	2	6
5th year's experience ..	3	6	5	2	12	8
6th year's experience ..	3	19	8	2	17	8
Thereafter until 21 years of age	4	10	0	3	2	8
At 21 years of age	4	12	6	3	2	8
At 22 years of age	4	15	0			
At 23 years of age	5	0	0			

Provided that the wages of Male Forwarding Clerks shall not be less than five shillings per week in addition to the rates set out above:

Provided also, that if a Female Ledger-keeper is employed in the same capacity as a Male Ledger-keeper she shall be paid the rate provided for a Male Ledger-keeper.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 380 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The thirtieth day of August, 1926.

THIS matter having come on for hearing before the Court on the thirtieth day of August, 1926, and the Court having heard Mr. L. L. Carter on behalf of Bowra & O'Dea, Donald Chipper & Son, C. H. Smith & Company, A. E. Davies & Company, and J. C. Semken, and by consent doth hereby order that Industrial Agreement No. 62 of 1925, dated the 18th day of October, 1925, be and the same is hereby varied as follows, such variation to take effect from the thirtieth day of August, 1926:—

By deleting Clause 1 and substituting in lieu thereof:—

	Per week. £	s.	d.
1. *Wages*: The minimum wage shall be:—			
Coffin-maker	5	5	6
Trimmer	4	15	6
Groom	4	15	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 386 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The thirtieth day of August, 1926.

THIS matter having come on for hearing before the Court on the 30th day of August, 1926, and the Court having heard Mr. L. L. Carter on behalf of "Mannings," Illingworths, the Great Southern Industrial Co-operative Stores Society, Ltd., N. Bushalla, J. H. Shilling, N. R. Anderson, and C. & H. Locke, Ltd., and by consent doth hereby order that Industrial Agreement No. 3 of 1925, dated the 19th day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the 30th day of August, 1926:—

By deleting the rates of wages specified in Clause 7 and substituting in lieu thereof:—

	Rates per Week. Male. s.	d.	Female. s.	d.
Shop Assistants, Hardware Furniture, and Carpet Department or Shops	95	0	59	2
Grocery Departments or Shops ..	95	0	69	2
All other Departments or Shops ..	95	0	54	2
Storemen	95	0	..	
Dispatch Heads	95	0	..	
Packers	95	0	..	

(b) Juniors: The minimum weekly rate of wage payable to Junior Shop Assistants shall be as follows:—

	Male. £	s.	d.	Female. £	s.	d.
Under 15 years of age	0	14	11	..		
15/16 years of age	0	18	1	0	14	11
16/17 years of age	1	3	11	0	18	1
17/18 years of age	1	9	9	1	3	11
18/19 years of age	2	0	5	1	8	8
19/20 years of age	2	9	11	1	16	2
20/21 years of age	3	4	10	2	8	8

and thereafter the prescribed minimum adult wage.

(c) Provided also that Junior Female Shop Assistants employed in Grocery Departments or Shops shall be paid not less than the following rates:—

	£	s.	d.
Under 16 years of age	0	18	1
16/17 years of age	1	3	11
17/18 years of age	1	9	9
18/19 years of age	1	17	2
19/20 years of age	2	5	8
20/21 years of age	2	18	8

And thereafter the prescribed minimum adult wage.

(d) Casual Hands: The minimum weekly rate of wage payable to casual hands shall be as follows—

i. Adults: The rates prescribed herein plus 3d. per hour.

ii. Juniors: The rates prescribed herein plus 1½d. per hour.

Liberty to apply.

By the Court,

[Seal.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 338 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The twenty-sixth day of July, 1926.

THIS matter having come on for hearing before the Court on the twenty-sixth day of July, 1926, and the Court having heard Mr. J. W. Burgess on behalf of the Coastal Food Manufacturers and Wholesale Mixing and Packing Establishments' Industrial Union of Workers, and Mr. L. L. Carter on behalf of Mills & Ware; Hunt's, Limited; D. & J. Fowler, Limited, and others, doth hereby order that Industrial Agreement No. 55 of 1925, dated the ninth day of October, 1925, be and the same is hereby varied as follows, such variation to take effect from the twenty-sixth day of July, 1926:—

By deleting the rates of wages specified in Clause 1 and substituting in lieu thereof:—

Junior Workers (except as hereinafter provided)—

Males.	Per week. s.	d.
During 1st six months experience	18	6
During 2nd six months experience	21	2
During 3rd six months experience	23	9
During 4th six months experience	29	0
During 3rd year's experience	34	4
During 4th year's experience	36	11
During 5th year's experience	44	11
During 6th year's experience	52	9
During 7th year's experience	63	4

Females.		
During first six months experience	18	6
During second six months experience ..	21	2
During third six months experience	23	9
During fourth six months experience ..	29	0
During third year's experience	34	4
During fourth year's experience	36	11
Thereafter until attaining the age of 21 years	39	8

Junior Male Workers in Cake and Biscuit Factories (i.e., Finishing Brake Hands, Assistant Mixers, and Machine Hands)—

	Per week. s.	d.
To commence	36	11
After six months experience	42	3
After twelve months experience	47	6
After two years experience	52	9
After three years experience	63	4

Provided that any worker over the age of twenty-one years shall be paid not less than the rates herein prescribed for adult workers.

Adult Workers—Female.	Per week. s.	d.
Females over the age of twenty-one years (irrespective of experience)	47	8

Male.	£	s.	d.
Weighers, Mixers, Blenders, and others over 21 years	4	15	0
Biscuit Makers	5	5	0
Employees in charge of cake-mixing baking	5	5	0
Machine Hands (Cake and Biscuit Factories)	5	5	0
Male Employees in charge of a Department containing at least two or more other Employees	4	17	0

Liberty to apply.

By the Court,

[Seal.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 415 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The thirteenth day of September, 1926.

THIS matter having come on for hearing before the Court on the tenth day of September, 1926, and the Court having heard Mr. E. H. Barker on behalf of the Fire Brigades Employees' Industrial Union of Workers of W.A., and Mr. L. L. Carter on behalf of the Western Australian Fire Brigades Board, doth hereby order that Industrial Agreement No. 20 of 1925, dated the 23rd day of March, 1925, be and the same is hereby varied as follows, such variation to take effect from the tenth day of September, 1926:—

By adding five shillings per week to the rates of wages specified in Clause 3.

Liberty to apply.

By the Court.

[Seal.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 261 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 30th day of June, 1926.

THIS matter having come on for hearing before the Court on the 28th day of June, 1926, and the Court having heard Mr. Evan Thomas on behalf of the Commissioner of Railways for the State of Western Australia, and Mr. R. H. Nash on behalf of the Perth Electric Tramways Employees' Industrial Union of Workers, doth hereby order that the Industrial Agreement, No. 4 of 1926, dated the 18th day of January, 1926, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

(1.) By striking out the rates of pay prescribed by Clause 35 of Industrial Agreement No. 4 of 1926 and substituting in lieu thereof the following:—

Rates of Pay:	Per day of 8 hours. s.	d.
(a) Adults—		
Conductors, during first six months	15	10
Conductors, after six months	17	1
Motormen	17	1
Car Starter	17	8
Controller Attendant	17	1
Pitman or Examiner (including brake hand)	17	1
Storeman	18	2
Storeman's Assistant	16	7
Tradesman's Labourer	16	2
Track Construction Ganger	21	8
Track Maintenance Ganger	19	5
Platelayer	17	3
Track Repairer	16	2
Fettler	16	2
Point Oiler and Cleaner	18	0
Tool Sharpener	16	9
Welding Machine Hand (in charge)	19	10
Chainman	17	3
Lineman	17	8
Lineman's Assistant	16	2
Cable Jointer	21	8
Motor Lorry Driver	17	1
Meter Reader	17	8
Timekeeper	16	0
Labourer	15	5

Watchman (7 days per week)—£4 19s. per week.

(b) Junior Workers—	Per day of 8 hours. s.	d.
14 to 15 years	4	7
15 to 16 years	5	11
16 to 17 years	7	1
17 to 18 years	8	7
18 to 19 years	10	5
19 to 20 years	12	3
20 to 21 years	14	5

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 298 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the seventh day of July, 1926, and the Court having heard Mr. A. E. Jackson on behalf of the Federated Society of Boilermakers and Structural Iron and Steel Workers' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Fremantle Foundry and Engineering Company, Atlas Engineering Company, Limited, and Hoskins and Company, Limited, doth hereby order that the Award No. 40 of 1922, dated the third day of June, 1924, be and the same is hereby varied as

follows, such variation to take effect from the first day of July, 1926:—

By deleting the figures £5 4s. 0d. in Clause 4 and substituting £5 9s. 0d. in lieu thereof, and by deleting the wages specified in Clause 15 (i) and substituting in lieu thereof:—

	Per week. £	s.	d.
During the first year	1	1	3
During the second year	1	8	8
During the third year	2	1	5
During the fourth year	2	14	2
During the fifth year	3	6	11

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 330 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The fourteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the fourteenth day of July, 1926, and the Court having heard Mr. O. E. Nilsson on behalf of the West Australian Carters and Drivers' Industrial Union of Workers (Perth), and Mr. E. Thomas on behalf of the Premier of the State of Western Australia, doth hereby order that Industrial Agreement No. 26 of 1925, dated the 6th day of April, 1925, be and the same is hereby varied as follows, such variation to take effect from the 14th day of July, 1926:—

By deleting the figures £4 13s. 0d. in Clause 1 and substituting the figures £4 18s. 0d. in lieu thereof.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 321 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the third day of August, 1926, and the Court having heard Miss Annie Warren on behalf of the Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of Goode, Durrant, and Company, Limited, and others, doth hereby order that Industrial Agreement No. 50 of 1925, dated the twenty-sixth day of September, 1925, be and the same is hereby varied as follows, such variation to take effect from the fourteenth day of July, 1926:—

By deleting the words "Two pounds six shillings and sixpence" in Clause 5 and substituting the words "Two pounds eight shillings and eightpence" in lieu thereof.

By deleting Clause 8 (d) and substituting in lieu thereof the following:—

Clause 8 (d).—The minimum wage for a junior worker shall be—

	Per week. £	s.	d.
During the 1st six months in the trade ..	0	13	1
During the 2nd six months in the trade ..	0	18	11
During the 3rd six months in the trade ..	1	4	8
During the 4th six months in the trade ..	1	10	5
During the 5th six months in the trade ..	1	16	2
During the 6th six months in the trade ..	2	2	0

and thereafter the minimum wage.

Liberty to apply.

By the Court,

[Seal.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 323 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the third day of August, 1926, and the Court having heard Miss Annie Warren on behalf of The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of Boan's Limited, and others, doth hereby order that Industrial Agreement No. 52 of 1925, dated the 26th day of September, 1925, be and the same is hereby varied as follows, such variation to take effect from the fourteenth day of July, 1926:—

By deleting Clauses 5, 7 (h), (5) and 9 (d), and substituting in lieu thereof the following:—

Clause 5—Wages: The minimum rates of wages payable to the several classes of workers (other than Junior Workers and duly registered Apprentices and Probationers) shall be as follows:—

Applicable to Ready-made Dressmaking.

	Per week. £	s.	d.
Stock Cutter (Male)	5	2	0
Stock Cutter (Female)	2	16	8
Skirt Hand	2	8	8

No female shall be employed to use an iron over 9lbs. in weight (this shall not apply to the ironing machine worked by treadle).

Ironers (using iron 9lbs. in weight or under)—

	Per week. £	s.	d.
(a) Workers pressing off mantles, or costume coats, material other than cotton, drill, wool, delaine, silk, challis, or other similar material	4	1	8
(b) Others	3	11	8
Coat, Bodice, Blouse, and Mantle Hand ..	2	8	8
Machinist	2	8	8
All others	2	8	8

Applicable to Knitted Goods and Whitework (including ready-made blouses and infants' clothing and other work specified in Clause 1 other than ready-made dressmaking)—

	Per week. £	s.	d.
Corset Maker	2	13	8
Cutter (Female)	2	16	8
Washer, Starcher, and Ironer	2	8	8
Machinist	2	8	8
Others	2	8	8

Notwithstanding anything herein contained, females over twenty-one years of age (not being apprentices) without previous experience at the trade may, subject to agreement in writing between the union and the employer be employed at the following rates:—

	Per week. £	s.	d.
First six months	1	11	6
Second six months	1	16	9
Third six months	2	4	7

and thereafter the minimum rate of wage.

Clause 7 (h) (5): The minimum wage payable to an apprentice shall be as follows:—

	Males. Per week. £	s.	d.	Females. Per week. £	s.	d.
First six months	0	15	9	0	13	1
Second six months	0	19	8	0	15	9
Third six months	1	3	7	0	18	4
Fourth six months	1	7	7	1	3	7
Fifth six months	1	11	6	1	8	10
Sixth six months	1	19	4	1	14	1
Seventh six months	2	7	3	1	16	9
Eighth six months	2	15	1	1	19	4
Ninth six months	3	6	11	2	3	3
Tenth six months	3	18	8	2	3	3

Clause 9 (d): The minimum rate of wages payable to a Junior Worker shall be as follows:—

	Per week. £	s.	d.
During the first six months in the trade ..	0	13	1
During the second six months in the trade ..	0	18	11
During the third six months in the trade ..	1	4	8
During the fourth six months in the trade ..	1	10	5
During the fifth six months in the trade ..	1	16	2
During the sixth six months in the trade ..	2	2	0

Liberty to apply.

By the Court,

[Seal.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 319 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Twelfth day of July, 1926.

THIS matter having come on for hearing before the Court on the 12th day of July, 1926, and the Court having heard Mr. O. E. Nilsson on behalf of the West Australian Carters and Drivers' Industrial Union of Workers (Perth), and Mr. L. L. Carter on behalf of the Violet Motors, Limited, and others, doth hereby order that Industrial Agreement No. 65 of 1925, dated the third day of December, 1925, be and the same is hereby varied as follows, such variation to take effect from the 12th day of July, 1926:—

By deleting the rates of wages set forth therein and substituting in lieu thereof the following:—

	£	s.	d.
(a) Taxi-car Drivers	4	16	6
(b) Char-a-banc Drivers	5	0	0
(c) All other workers (including washers in garages)	4	5	0

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 332 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 16th day of July, 1926, and the Court having heard Mr. O. E. Nilsson on behalf of the Perth, Fremantle, and Suburban Bread Carters' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Perth and Suburban Master Bakers' Industrial Union of Employers, doth hereby order that Industrial Agreement No. 24 of 1925, dated the 29th day of March, 1925, be and the same is hereby varied as follows, such variation to take effect from the 17th day of July, 1926:—

By deleting Clause 2 and substituting in lieu thereof:—

	Per week. £	s.	d.
Wages:			
(a) Basic Wage	4	5	0
(b) The minimum rate of wages to be paid to Bread Carters, with the exceptions hereinafter mentioned, shall be .. The following are the exceptions:—	4	15	6
(c) Bread Carters in charge of motor vehicles shall be paid	5	0	6
(d) Junior Bread Carters shall be paid as follows:—			
If under 18 years of age	3	1	0
If 18 and under 19	3	11	6
If 19 and under 20	3	19	0
Over 20 years of age—adult wage.			
(e) Casual employees shall be paid 2s. 3d. per day in excess of the rates prescribed for weekly hands. If employed only part of the day the extra 2s. 3d. shall be paid.			
Wages:			
(f) Bread Carters who are required in any week to collect moneys and account for them as part of their duties are to be paid 1s. a week in addition to the rates before mentioned.			

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 426 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Sixteenth day of September, 1926.

THIS matter having come on for hearing before the Court on the 16th day of September, 1926, and the Court having heard Mr. D. Freedman on behalf of the Fremantle Wool Scouring and Fellmongery Employees' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Swan Wool Scouring Company of W.A., Limited, The Westralian Wool Scouring Company, Limited, and the West Australian Meat Exports Company, Limited, doth hereby order that Industrial Agreement No. 42 of 1925, dated the 24th day of June,

1925, be and the same is hereby varied as follows, such variation to take effect from the 15th day of September, 1926:—

By deleting Clause 6 and inserting in lieu thereof the following:—

Wages.

The minimum rate of wages for adult weekly hands shall be £4 13s. per week.

Casual hands shall be paid at the rate of 2s. 5d. per hour.

The minimum rates of wages for Junior weekly hands shall be as follows:—

	Per week. £	s.	d.
14 to 15 years of age	1	3	9
15 to 16 years of age	1	9	0
16 to 17 years of age	1	14	3
17 to 18 years of age	2	4	3
18 to 19 years of age	2	15	4
19 to 20 years of age	3	8	6
20 to 21 years of age	4	1	9

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No 286 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. D. Freedman on behalf of the Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Western Australia, and Mr. L. L. Carter on behalf of Foy & Gibson Proprietary, Limited, and others, doth hereby order that Industrial Agreement No. 34 of 1924, dated the 19th day of November, 1924, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clause 7 and substituting in lieu thereof the following:—

Clause 7.—Wages:

(a) Adults: The minimum weekly rate of wage payable to any male worker employed as a Shop Assistant who is of the age of twenty-one years or upwards, or to any female worker employed as a Shop Assistant who is of the age of twenty-one years or upwards, shall be as follows:—

	Per week. Male. s.	d.	Per week. Female. s.	d.
Shop Assistant Hardware, Furniture, and Carpet Departments or Shops	95	0	59	2
Grocery Departments or Shops ..	95	0	69	2
Manchester, Dress and Silk Departments or Shops	95	0	62	8
All other Departments or Shops	95	0	54	2

(Provided that females employed in Dairy Produce, House Furnishing, Saddlery, Sporting Materials, Men's Clothing, Mercery and Men's Boots Departments or Shops shall receive a weekly minimum wage of 59s. 2d.)

Wages:	Male. s.	d.
Storemen, Despatch Hands, and Packers ..	95	0
Head Storeman	97	0
Storeman working singly	97	0

(Storeman handling explosives at Magazines, 2s. 6d. per day extra.)

Wages:	Male. s.	d.
Canvasser	99	6
(But where such Canvasser provides his own bicycle he shall be paid an extra allowance of 2s. 6d. per week.)		
Cleaners and Door Porters	90	0
Lift Attendants	85	0

(b) Juniors.—The minimum weekly rate of wage payable to Junior Shop Assistants, Despatch Hands, Messengers, Cleaners, Door Porters, and Lift Attendants shall be as follows:—

	Male. s.	d.	Female. s.	d.
Under 15 years of age	14	9	..	
15-16 years of age	18	0	14	9
16-17 years of age	23	9	18	0
17-18 years of age	29	7	23	9
18-19 years of age	40	2	28	5
19-20 years of age	49	8	35	10
20-21 years of age	64	5	48	5

And thereafter the prescribed minimum adult rate.

(Provided that Junior Female Shop Assistants employed in Manchester, Dress and Silk Departments or Shops shall receive a weekly minimum wage of 62s. 8d.)

Provided also that Junior Female Shop Assistants employed in Grocery Departments or Shops shall be paid not less than the following rates:—

	Per week. s.	d.
Under 16 years of age	18	0
16-17 years of age	23	9
17-18 years of age	29	2
18-19 years of age	36	5
19-20 years of age	44	9
20-21 years of age	58	3

And thereafter the prescribed minimum adult rate.

The minimum weekly rate of wage payable to Junior Storemen shall be as follows:—

	Male. Per week. s.	d.
Under 15 years of age	15	10
15-16 years of age	18	0
16-17 years of age	23	9
17-18 years of age	29	7
18-19 years of age	40	2
19-20 years of age	62	3
20-21 years of age	79	2

And thereafter the prescribed minimum adult rate.

The minimum weekly rate of wage payable to Junior Packers shall be as follows:—

	Male. s.	d.
Under 19 years of age	40	2
19-20 years of age	62	3
20-21 years of age	79	2

And thereafter the prescribed minimum adult rate.

Notwithstanding anything hereinbefore contained the minimum weekly rate of wage payable to Females employed in Florists, Tobacconists, and Booksellers' Shops shall be as follows:—

	s.	d.
Under 16 years of age	13	2
16-17 years of age	15	10
17-18 years of age	21	1
18-19 years of age	25	9
19-20 years of age	32	7
20-21 years of age	42	7
And thereafter	52	2

(d) Casual Hands.—The minimum rate of wage payable to Casual Hands shall be as follows:—

(i) Adults (excluding adults provided for in Subclause (iii) hereof): The rates prescribed herein plus 3d. an hour.

(ii) Juniors: The rates prescribed herein plus 1½d. an hour.

(iii) Adults employed in Oil Stores, *i.e.*, men engaged unloading from rail or carts; shipments of case oil and petroleum products direct from the ships—per hour, 2s. 6d.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 318 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Fourteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the fourteenth day of July, 1926, and the Court having heard Mr. W. D. Johnson on behalf of the Metropolitan Superphosphate and Chemical Workers' Industrial Union of Workers, and Mr. F. S. Andrews on behalf of the Mount Lyell Mining and Railway Company, Limited, and Cuming, Smith, and Company Proprietary, Limited, doth hereby order that Industrial Agreement No. 38 of 1925, dated the ninth day of July, 1925, be and the same is hereby varied as follows, such variation to take effect from the fourteenth day of July, 1926:—

By adding elevenpence per day to the daily wages and five shillings and sixpence per week to the weekly wages specified in Clause 3, except to those for Junior Workers.

By deleting the rates of wages for Junior Workers specified in Clause 3 and substituting in lieu thereof:—

	Per week of 48 hours. s.	d.
Under 16 years of age	29	3
16 to 17 years of age	37	3
17 to 18 years of age	48	0
18 to 19 years of age	58	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 290 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The Twenty-eighth day of June, 1926.

THIS matter having come on for hearing before the Court on the 28th day of June, 1926, and the Court having heard Mr. H. V. Symons on behalf of the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, and Mr. Evan Thomas on behalf of the Minister for Water Supply, Sewerage, and Drainage, doth hereby order that the Award No. 23 and 30 of 1922, dated the 26th day of September, 1923, as varied by order of the Court No. 87 of 1926, dated the 22nd day of April, 1926, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Subclauses (a) and (b) of Clause 1 and substituting in lieu thereof the following:—

Clause 1.—(a) The minimum rate of pay shall be 109s. per week for Second Engineers. Senior Tradesmen at the Cunderdin Workshop shall be paid at the rate prescribed for a Second Engineer, plus 1s. per day, except when relieving.

(b) Engineers in charge shall be paid at the rate of £363 per annum, including district allowance.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 309 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the 8th day of July, 1926, and the Court having heard Mr. H. V. Symons on behalf of the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, and Mr. L. L. Carter on behalf of the Sawmillers' Association of W.A. and others, doth hereby order that Industrial Agreement No. 64 of 1925, dated the 21st day of November, 1925, as varied by Industrial Agreement No. 8 of 1926, dated the 30th day of January, 1926, be and the same is hereby varied as follows, such variation to take effect from the eighth day of July, 1926:—

By deleting the rates of wages set forth in Clauses 7 and 20 (d) and substituting in lieu thereof the following:—

	Per week. £	s.	d.
Clause 7:			
Leading Hand (*see* Definitions)	6	7	0
Patternmaker	6	1	0
Oxy-acetylene Operator, Electrical Welder	5	16	0
Fitter, Turner, Coppersmith, Shaper, Motor Mechanic, Universal Milling Machinist, Brass Finisher, Planer, Slotter and Borer, Milling Machinist, Radial Driller, Driller using cutter bar, Lapper or Grinder using same precision tools as Fitter or Turner, Electrical Furnaceman, Blacksmith (*see* definitions), and Electrical Fitter (*see* definitions)	5	12	0
Driller not using cutter bar, Screwer, Machinist making nuts, bolts and dog spikes	5	0	0
Electrical Wireman and Linesman (*see* definitions) and Iron Furnaceman ..	5	6	0
Tradesmen's Assistants—Including Boilermaker's, Moulder's, Fitter's, Furnacemen's, or Pig Iron Breaker's, Casting Dresser, and Blacksmith's Striker (*see* definitions)	4	14	0
Clause 20 (d):			
First year	0	17	10
Second year	1	3	6
Third year	1	17	9
Fourth year	2	16	1
Fifth year	3	11	5

By deleting Clauses 8 and 9.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 260 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. H. V. Symons on behalf of the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, and Mr. L. L. Carter on behalf of the Metropolitan Iron Masters' Industrial Union of Employers, doth hereby order that the Award No. 10 of 1923, dated the 31st day of July, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By adding to the rates of wages set forth in Clause 8 thereof the sum of one shilling and eightpence to each designation mentioned.

By substituting the following rates of wages for those specified in Clause 19 (j):—

	Per week. £	s.	d.
During the first year	0	17	10
On passing his first year's examination ..	1	3	6
On passing second year's examination ..	1	17	9
On passing third year's examination ..	2	16	1
On passing fourth year's examination ..	3	11	5

By deleting the last paragraph of Clause 8 providing for quarterly adjustments.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 284 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. F. W. Turner on behalf of the Federated Moulders' (Metals) Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of the Metropolitan Ironmasters' Industrial Union of Employers, Hoskins & Company, Limited; George Hill & Company, and Millars' Timber and Trading Company, Limited, doth hereby order that the Award No. 3 of 1924, dated the 31st day of July, 1925, be and the same is hereby varied as follows, such variation to take effect from the first day of July, 1926:—

By deleting the rates of wages specified in Clauses 8, 14 (d), and 15 (i) and substituting in lieu thereof:—

	Per week. £	s.	d.
Clause 8:			
Leading Hand	6	4	0
General Moulder, Coremaker	5	9	0
Plate Moulder	5	6	0
Clause 14 (d):			
Between the age of 16 years and 17 years	0	19	8
Between the age of 17 and 18 years ..	1	9	7
Between the age of 18 and 19 years ..	1	19	3
Between the age of 19 and 20 years ..	2	18	8
Between the age of 20 and 21 years ..	3	11	1
Clause 15 (i)—*Apprentices*:			
During the first year	0	17	10
On passing his first year's examination ..	1	3	6
On passing his second year's examination	1	17	9
On passing his third year's examination ..	2	16	1
On passing his fourth year's examination	3	11	5

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 296 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-eighth day of June, 1926.

THIS matter having come on for hearing before the Court on the twenty-eighth day of June, 1926, and the Court having heard Mr. F. W. Turner on behalf of the Federated Moulders' (Metals) Industrial Union of Workers, and Mr. Evan Thomas on behalf of the Minister for Works, and the Minister for Trading Concerns and by consent, doth hereby order that the Award No. 39 of 1922, dated the 26th day of September, 1923, as varied by Order of the Court No. 37 of 1926, dated the 16th day of March, 1926, be and the same is hereby varied as follows, such variation to take effect from the first day of July, 1926:—

By deleting the rate of pay 107s. 4d. set forth in Clause 3 and substituting in lieu thereof 109s.

By deleting the rates of pay set forth in Clause 4 (i) and substituting in lieu thereof:—

	Per week. s.	d.
First year	21	6
Second year	28	6
Third year	41	6
Fourth year	54	6
Fifth year	67	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 287 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-eighth day of June, 1926.

THIS matter having come on for hearing before the Court on the 28th day of June, 1926, and the Court having heard Mr. J. Breydon on behalf of the Federated Engine Drivers' and Firemen's Industrial Association of Workers of Western Australia, and Mr. Evan Thomas on behalf of the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, the Minister for Agriculture, and the Colonial Secretary and by consent, doth hereby order that the Award No. 29 and 38 of 1922, dated the 26th day of September, 1923,

as varied by order of the Court No. 89 of 1926, dated the 22nd day of April, 1926, be and the same is hereby varied as follows, such variation to take effect from the first day of July, 1926:—

By deleting the rates of wages set forth in Clause 4 and substituting in lieu thereof the following:—

	Per week of 44 hours. £	s.	d.
(a) Locomotive Driver on Harbour Works ..	5	9	0
(b) Engine-driver on Pile-Driver (Friction Winch)	5	6	0
(c) All other Stationary Steam Engine Drivers whose work requires a Second Class Certificate	5	6	0
(d) All other Stationary Steam Engine Drivers whose work requires a Third Class Certificate	4	17	0
(e) Engine-driver on Producer Gas Engine ..	5	3	0
(f) Electric Pump Attendant, Attadale ..	5	0	0
(g) Electric Pump Attendants, Subiaco and Osborne	4	14	0
(h) Locomotive Firemen, Harbour Works (present duties to continue)	4	14	0
(i) Firemen (Shore Stationary Engines) ..	4	11	0
(j) Driver on Priestman Grab (the employers to provide a week's work) ..	5	3	0
(k) Steam Crane Drivers—			
25 tons and over	5	3	0
Under 25 tons	4	17	0

(l) Workers at Wooroloo shall be entitled to 6d. per day extra.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 299 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. E. W. Walsh on behalf of the Perth (Western Australia) Sheet Fibrous Plaster Workers and Plaster Modellers and Cement Goods Manufacturers' Employees' Industrial Union of Workers, and Mr. L. L. Carter on behalf of Union Plaster Company, Limited, and others, doth hereby order that Industrial Agreement No. 59 of 1925, dated the 20th day of October, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clause 5 and substituting in lieu thereof the following:

Clause 5: The following shall be the minimum rates payable to workers employed as:—

	Per hour. s.	d.
Adult Workers:		
(a) Competent Shop Hand (or) Man employed fixing or finishing fibrous plaster on walls or ceilings of buildings	2	$3\frac{11}{12}$
(b) Sheet Fibre Casters	1	$11\frac{5}{12}$
(c) Reinforced Cement Workers mixing and finishing	1	$11\frac{5}{12}$

Junior Workers:

—	Shop Section. Per week. s.	d.	Sheet Fibre Section. Per week. s.	d.	Reinforced Section. Per week. s.	d.
1st six months experience	16	4	21	5	21	5
2nd ,, ,, ...	22	11	28	1	28	1
3rd ,, ,, ...	30	7	33	2	33	2
4th ,, ,, ...	35	8	38	3	38	3
5th ,, ,, ...	40	10	43	4	43	4
6th ,, ,, ...	45	11	48	5	48	5
7th ,, ,, ...	51	0	56	1	56	1
8th ,, ,, ...	56	1	61	2	61	2
9th ,, ,, ...	61	2	66	4	66	4
10th ,, ,, ...	66	4	71	5	71	5
11th ,, ,, ...	71	5	...		...	
12th ,, ,, ...	76	6	...		...	

Thereafter, or on attaining the age of 21 years, whichever first happens, the minimum adult rate in the section in which he is employed shall be paid.

Junior Workers in the Reinforced section may be employed in assisting adult workers to mix concrete but not be solely employed in such work.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 307 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the eighth day of July, 1926, and the Court having heard Mr. O. E. Nilsson on behalf of the West Australian Carters and Drivers' Industrial Union of Workers (Perth), and Mr. L. L. Carter on behalf of J. H. Moullin and Company, Limited, and others, doth hereby order that the Industrial Agreement No. 27 of 1925, dated the twenty-first day of April, 1925, be and the same is hereby varied as follows, such variation to take effect from the eighth day of July, 1926:—

By deleting Clause 4 and substituting in lieu thereof the following:

Clause 4, *Wages*.—The minimum weekly wage to be paid to all employees, with the exceptions mentioned in Clause 5 hereof, shall be as follows:—

Adult Workers:	£	s.	d.
(a) Loaders, Washers (except Canwashers), Yardmen, Horse-drivers, Assistants, and Motor-drivers' Assistants	4	12	6
(b) Stablemen	4	13	6
(c) Head Stableman (if more than one)	4	17	6
(d) Horse-drivers (one horse)	4	14	6
(e) Horse-drivers (two horses)	4	19	6
(f) Horse-drivers (three horses)	5	1	6
(g) Horse-drivers (over three but not exceeding five horses)	5	2	6

(h) Horse-drivers of more than five horses driving alone or in charge of a team of more than five horses, each horse over five 6d. per day extra.

	£	s.	d.
(i) Motor-wagon Drivers of Vehicles—			
Not exceeding 25 cwt. capacity ..	4	19	6
Exceeding 25 cwt. and not exceeding 3 tons capacity	5	3	6
Exceeding 3 tons capacity	5	7	6
Drivers of loaded Motor-wagons (except Tractors) drawing a loaded Trailer also, 1s per day extra.			
(j) Horse-drivers of Jinkers, Boiler trucks and Floats—			
One horse	5	2	6
More than one horse and not more than three	5	7	6
Each horse more than three horses 6d. per day extra.			
Junior Workers:			
(k) If under 18 years of age	3	0	0
If 18 and under 19 years of age ..	3	10	0
If 19 and under 20 years of age ..	3	18	0
Over 20 years of age, adult wage for particular work done.			

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 322 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the third day of August, 1926, and the Court having heard Miss Annie Warren on behalf of the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of Boan's, Limited; Bon Marché, Limited; Brennan's Limited; and Ahern's, Limited, doth hereby order that Industrial Agreement No. 51 of 1925, dated the 26th day of September, 1925, be and the same is hereby varied as follows, such variation to take effect from the fourteenth day of July, 1926.

By deleting the rates of wages specified in Clauses 5 and 7 (h) (5) and substituting in lieu thereof:—

	Per week. £	s.	d.
Clause 5:			
Skirt Hand	2	10	8
Coat, Bodice, Blouse and Mantle Hand ..	2	12	8
Clause 7 (h) (5):			
First six months	0	13	1
Second six months	0	15	9
Third six months	0	18	4
Fourth six months	1	3	7
Fifth six months	1	8	10
Sixth six months	1	14	1
Seventh six months	1	16	9
Eighth six months	1	19	4
Ninth six months	2	3	3
Tenth six months	2	3	3

Liberty to apply.

By the Court.

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 301 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the eighth day of July, 1926, and the Court having heard Mr. E. Ketterer on behalf of the Amalgamated Society of Carpenters and Joiners, Perth Branch (now known as the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers), and Mr. Evan Thomas on behalf of the Minister for Works and others, and by consent, doth hereby order that the Award No. 34 of 1922, dated the 26th day of September, 1923, as varied by order of the Court No. 312 of 1926, dated the 8th day of July, 1926, be and the same is hereby varied as follows, such variation to take effect from the 8th day of July, 1926:—

By deleting the rate of pay 107s. 4d. per week in Clause 3 and substituting in lieu thereof 109s. per week.

By deleting the rates of pay set forth in Clause 15 (i) and substituting in lieu thereof the following:—

	Per week. s.	d.
First year	21	6
Second year	28	6
Third year	41	6
Fourth year	54	6
Fifth year	67	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 370 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the third day of August, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Australian Clerical Association Industrial Union of Workers (West Australian Coastal Districts Branch), and Mr. L. L. Carter on behalf of Foy & Gibson Proprietary, Limited, and others, doth hereby order that Industrial Agreement No. 7 of 1925, dated the 24th day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the 3rd day of August, 1926:—

By deleting Clause 7 (a) and substituting in lieu thereof the following:—

Clause 7, *Wages* (a): Wages shall be paid weekly, and the minimum rates of wages shall be as follows:—

	Per week. Males. £	s.	d.	Per week. Females. £	s.	d.
14 years and under 15 years ..	0	14	11			
15 years and under 16 years ..	0	18	1	0	14	11
16 years and under 17 years ..	1	3	11	0	18	1
17 years and under 18 years ..	1	9	9	1	3	11
18 years and under 19 years ..	2	0	5	1	8	8
19 years and under 20 years ..	2	9	11	1	16	2
20 years and under 21 years ..	3	4	10	2	8	8
Thereafter	4	15	0	2	17	8

Provided that if a Female Ledger-keeper be employed in the same capacity as a Male Ledger-keeper she shall be paid at the rate provided for a male clerk.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 292 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-eighth day of June, 1926.

THIS matter having come on for hearing before the Court on the 28th day of June, 1926, and the Court having heard Mr. W. E. Broderick on behalf of the Operative Painters and Decorators' Industrial Union of Workers (formerly known as the Coastal Painters and Paperhangers' Industrial Union of Workers), and Mr. Evan Thomas on behalf of the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, the Minister for the North-West Department, the Minister for Trading Concerns (in his capacity of Minister controlling the State Implement and Engineering Works), the Chief Secretary, the Minister for Agriculture, and the Minister for Lands, and by consent, doth hereby order that the Award Nos. 24 and 35 of 1922, dated the 26th day of September, 1922, as varied by order of the Court No. 91 of 1926, dated the 22nd day of April, 1926, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

(1) By striking out the minimum rate of pay prescribed by Clause 5 and the minimum wages prescribed by Clause 10 (x) of Award Nos. 24 and 35 of 1922, varied as aforesaid, and substituting in lieu thereof the following:—

	Per week. s.	d.
Clause 5	109	0
Clause 10 (x):		
During the first year	21	6
During the second year	28	6
During the third year	41	6
During the fourth year	54	6
During the fifth year	67	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 297 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-ninth day of June, 1926.

THIS matter having come on for hearing before the Court on the twenty-ninth day of June, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Perth Plumbers' Union (now known as the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers), and Mr. Evan Thomas on behalf of the Minister for Works and others, and by consent, doth hereby order that the Award No. 33 of 1922, dated the 26th day of September, 1923, as varied by order of the Court No. 90 of 1926, dated the 27th day of May, 1926, be and the same is hereby varied as follows, such variation to take effect from the first day of July, 1926:—

By deleting the rate of pay 107s. 4d. per week set forth in Clause 3 and substituting in lieu thereof 109s. per week.

By deleting the rates of pay set forth in Clause 8 (i) and substituting in lieu thereof the following:—

	Per week. s.	d.
First year	21	6
Second year	28	6
Third year	41	6
Fourth year	54	6
Fifth year	67	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 385 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The thirtieth day of August, 1926.

THIS matter having come on for hearing before the Court on the 30th day of August, 1926, and the Court having heard Mr. L. L. Carter on behalf of Richardson & Company, Limited, and others, and by consent, doth hereby order that Industrial Agreement No. 1 of 1925, dated the 9th day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the 30th day of August, 1926:—

By deleting Clause 7 and substituting in lieu thereof the following:

Clause 7, *Wages* (*a*), *Adults.*—The minimum weekly rate of wages payable to any Male Worker employed as a Shop Assistant who has had four years' experience at the trade or who is of the age of twenty-three years or upwards, or to any Female Worker employed as a Shop Assistant and who is of the age of twenty-one or upwards shall be as follows:—

	Rates per week. Male. s.	d.	Female. s.	d.
Shop Assistants Hardware, Furniture, and Carpet Departments	95	0	59	2
Grocery Departments or Shops ..	95	0	69	2
All other Departments or Shops, and Carters	95	0	54	2
(Provided that females employed in Departments or Shops of Dairy Produce, House Furnishing, Saddlery, Sporting Materials, Men's Boots, shall receive a weekly minimum wage of 59s. 2d.)				
Storemen, Packers, Despatch Hands	95	0		

(b) Juniors: The minimum weekly rate of wage payable to Junior Shop Assistants shall be as follows:—

	Male. s.	d.	Female. s.	d.
Under 15 years of age	14	11		
15-16 years of age	18	1	14	11
16-17 years of age	23	11	18	1
17-18 years of age	29	9	23	11
18-19 years of age	40	5	28	8
19-20 years of age	49	11	36	2
20-21 years of age	64	10	48	8

And thereafter the prescribed adult minimum rate.

	s.	d.
Under 22 years of age with less than 4 years' experience	69	1
Under 22 years of age with 4 years' experience	79	8
Under 23 years of age with less than 4 years' experience	79	8

And thereafter the prescribed adult minimum rate.

Grocers' Carters:

Under 16 years of age	28	8
16-17 years of age	34	6
17-18 years of age	40	5
18-19 years of age	51	0
19-20 years of age	60	7
20-21 years of age	74	5

And thereafter the prescribed adult minimum rate.

A carter required to work on Sundays or holidays shall be paid 2s. 6d. for each Sunday or holiday in addition to the wage hereinbefore prescribed. At least one employee in each establishment where a horse is used in the delivery of goods shall be rated as a "Carter" and receive not less than the minimum rate of wages hereinbefore prescribed.

	s.	d.
Canvasser	95	0

(But where such Canvasser provides his own bicycle he shall be paid an extra allowance of 2s. 6d. per week.)

Provided also that Junior Female Shop Assistants employed in Grocery Departments or Shops shall be paid not less than the following rates:—

	Female. s.	d.
Under 16 years of age	18	1
16-17 years of age	23	11
17-18 years of age	29	9
18-19 years of age	37	2
19-20 years of age	45	8
20-21 years of age	58	8

And thereafter the prescribed minimum adult wage.

(c) Casual Hands: The minimum weekly rate of wage payable to Casual Hands shall be as follows:—

(i) Adults—The rates prescribed here plus 3d. per hour.

(ii) Juniors—The rates prescribed here plus 1½d. per hour.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 291 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-eighth day of June, 1926.

THIS matter having come on for hearing before the Court on the 28th day of June, 1926, and the Court having heard Mr. H. V. Symons on behalf of the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, and Mr. Evan Thomas on behalf of the Minister for Works, the Minister for Water Supply, Sewerage, and Drainage, and others, and by consent, doth hereby order that the Award No. 22 and 31 of 1922, dated the 26th day of September, 1923, as varied by order of the Court No. 86/1926, dated the 22nd day of April, 1926, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting the rates of wages set forth in Clauses 4 and 6 (j) and substituting in lieu thereof the following:—

	Per week of 44 hours. £	s.	d.
Clause 4:			
Patternmaker	5	18	0
Blacksmith in Workshop	5	15	0
Blacksmith on or about Construction Work doing field work	5	12	0
Coppersmith, Fitter, Turner, Brass-finisher, Universal Milling Machinist, Motor Mechanic, Electrical Fitter	5	9	0
Machinist other than Driller or Screwer	5	3	0
Driller	4	17	0
Screwer (worker on Drilling Machine who uses cutter bar to be rated as Machinist other than Driller or Screwer)	4	11	0
Casting Dressers (Iron)	4	13	0
Electrical Wireman	5	3	0
Electrical Lineman	5	0	0
Wireman Fitter (Public Works Dept.)	5	6	0
Electrical Welder and Oxy-Acetylene Worker—1s. per day extra.			
Tradesman's Assistant	4	8	0
General Labourer	4	5	0

	Per week. s.	d.
Clause 6 (j):		
First year	21	6
Second year	28	6
Third year	41	6
Fourth year	54	6
Fifth year	67	6

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 376 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The twelfth day of August, 1926.

THIS matter having come on for hearing before the Court on the 12th day of August, 1926, and the Court having heard Mr. D. Freedman on behalf of the Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A. (Northam Branch), and Mr. L. L. Carter on behalf of D. G. Carter & Co., W. Potter & Co., and others, doth hereby order that Industrial Agreement No. 43 of 1925, dated the 6th day of July, 1925, be and the same is hereby varied as follows, such variation to take effect from the 12th day of August, 1926:—

By deleting Clauses 7 and 8 and substituting in lieu thereof:—

Wages: The minimum weekly rate of wage payable to any Male Worker employed as a Shop Assistant, who has had five years' experience at the trade or who is of the age of twenty-one years or upwards, or to

any Female Worker employed as a Shop Assistant and who is of the age of twenty-two years or upwards, shall be as follows:—

	Rates per week. Male. £ s. d.	Female. £ s. d.
Senior Charge Hands	5 0 0	2 19 2
Shop Assistants	4 12 6	2 14 2
Storemen, Packers, Despatch Hands	4 12 6	
Grocers' Canvassers and Collectors	4 17 6	

(b) The minimum weekly rate of wage payable to Junior Shop Assistants shall be as follows:—

	Male. £ s. d.	Female. £ s. d.
Under 15 years of age	0 14 11	
Under 16 years of age	0 18 7	0 15 11
Under 17 years of age	1 3 11	0 18 7
Under 18 years of age	1 9 9	1 3 11
Under 19 years of age	1 17 2	1 9 3
Under 20 years of age	2 7 10	1 16 2
Under 21 years of age	2 18 5	2 2 6
And thereafter the prescribed minimum adult rate.		
Under 22 years of age		2 7 8
And thereafter the prescribed minimum adult female rate.		

(c) Canvasser.—Where such Canvasser provides his own bicycle he shall be paid an extra allowance of 2s. 6d. per week.

(d) Provided also that Junior Female Shop Assistants employed in Grocery Departments or Shops shall be paid not less than the following rates:—

	£ s. d.
Under 16 years of age	0 18 1
16-17 years of age	1 3 11
17-18 years of age	1 9 9
18-19 years of age	1 17 2
19-20 years of age	2 5 8
20-21 years of age	2 18 8
And thereafter the prescribed minimum adult rate	4 10 2

8. Grocers' Carters.—The minimum weekly rate of wage payable to any Male Worker employed as a Grocer's Carter shall be:—

	£ s. d.
Under 16 years of age	1 17 2
Under 18 years of age	2 7 10
Under 19 years of age	2 15 9
Under 20 years of age	3 3 9
Under 21 years of age	3 9 1
Over 21 years of age	4 12 6

A Carter required to attend horses on Sunday shall be paid 2s. 6d. for each Sunday in addition to the wage hithertofore prescribed. At least one employee in each establishment where a horse is used in the delivery of goods shall be rated as a Carter and receive not less than the minimum rate of wages hithertofore prescribed.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER.
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 425 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The seventeenth day of September, 1926.

THIS matter having come on for hearing before the Court on the 17th day of September, 1926, and the Court having heard Mr. D. Freedman on behalf of the Metropolitan Shop Assistants and Warehouse Employees' Industrial Union of Workers (now known as The Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, W.A.), and by consent, doth hereby order that Industrial Agreement No. 39 of 1921, dated the 1st day of October, 1921, be and the same is hereby varied as follows, such variation to take effect from the 17th day of September, 1926:—

By deleting Clauses 6, 7, and 8 and substituting in lieu thereof the following:—

6. *Wages.*—The minimum weekly wage payable to any male worker employed as a Shop Assistant (which term includes employees in Country Order Departments, Cashiers, Storemen, Packers, and Despatch Hands, who have had five years' experience at the trade, and who is of the age of 23 years and upwards or any female worker of the age of 23 years and upwards, employed as a Shop Assistant) shall be as follows:—

	Male. £ s. d.	Female. £ s. d.
1. Shop Assistants	4 10 0	2 12 8
2. Storemen, Packers, Despatch Hands	4 10 0	
3. Grocers' Canvasser and Collectors	4 10 0	
4. Junior Shop Assistants, Messengers, Storemen, Despatch Hands:		
Under 15 years of age ..	0 13 3	
Under 16 years of age ..	0 18 7	0 15 11
Under 17 years of age ..	1 2 4	0 17 6
Under 18 years of age ..	1 9 3	1 3 11
Under 19 years of age ..	1 17 2	1 6 7
Under 20 years of age ..	2 7 10	1 11 11
Under 21 years of age ..	2 18 5	1 19 10
Under 22 years of age ..	..	2 5 2
Under 23 years of age ..	..	2 7 8
Over 23 years of age ..	..	2 12 8
Under 22 with less than four years' experience	3 6 5	
Under 22 with four years' experience	3 14 5	
Under 23 with less than five years' experience	3 14 5	

And thereafter the prescribed minimum adult rate.

7. Ratio of Juniors to Seniors in the establishment of each employer—

(a) One male junior shall be employed to every two or fraction of two male workers in each establishment receiving a wage not less than £3 14s. 5d. per week.

(b) The proportion of female juniors to seniors shall not be more than one to one, provided that where an odd number of assistants are employed, the additional assistant may be a junior. A senior assistant shall be classed as one receiving not less than £2 5s. 2d. per week. For the purpose of determining the ratio of juniors to senior assistants under the clause, all employees or managers when actively engaged in conducting the business of the establishment shall be deemed to be senior assistants, drawing not less than the wage above mentioned in subclauses (a) and (b) hereof.

8. *Grocers' Carters.*—The minimum weekly rate of wage payable to any male worker employed as a Grocer's Carter shall be:—

	Per week. £ s. d.
Under 16 years	1 17 2
Under 18 years	2 7 10
Under 19 years	2 15 9
Under 20 years	3 3 9
Under 21 years	3 9 1
Over 21 years	4 5 0

A carter required to attend horses on Sunday shall be paid 2s. 6d. for each Sunday in addition to the wage hithertofore prescribed. At least one employee in each establishment, where a horse is used in the delivery of goods, shall be rated as a carter, and receive not less than the minimum rate of wage hithertofore prescribed.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 384 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The thirtieth day of August, 1926.

THIS matter having come on for hearing before the Court on the 30th day of August, 1926, and the Court having heard Mr. L. L. Carter on behalf of The Collie Industrial Co-operative Society, Limited, and by consent, doth hereby order that Industrial Agreement No. 2 of 1922, dated the 22nd day of February, 1922, be and the same is hereby varied as follows, such variation to take effect from the 30th day of August, 1926:—

By deleting Clauses 6 and 7 and substituting in lieu thereof the following:—

Clause 6: *Wages.*—Adults: The minimum weekly rate of wage payable to any male workers employed as a Shop Assistant who has had five years' experience at the trade or who is of the age of twenty-three years or upwards, or to any female worker employed as a Shop Assistant, and who is of the age of twenty-one or upwards, shall be as follows:—

	Rate per week. Male. £ s. d.	Female. £ s. d.
Shop Assistants	4 17 6	2 15 8
Canvasser and Collector ..	4 17 6	
Storeman	4 17 6	
Despatch Hands	4 17 6	

(b) The minimum weekly rate of wage payable to Junior Shop Assistants, Storemen, Despatch Hands, and all Juniors employed under this Agreement:—

	Male. £ s. d.	Female. £ s. d.
Under 15 years of age	1 1 0	
Under 16 years of age	1 4 5	1 1 0
Under 17 years of age	1 12 11	1 4 5
Under 18 years of age	2 2 3	1 8 2
Under 19 years of age	2 9 2	1 15 1
Under 20 years of age	3 3 3	1 18 6
Under 21 years of age	3 17 4	2 5 8
Thereafter the prescribed minimum female adult rate.		
Under 22 with less than four years' experience	4 4 2	
22 but under 23 with less than five years' experience, but more than four years' experience	4 12 0	
Thereafter the prescribed minimum adult rate.		
(c) Butchery—		
Foreman Slaughterman ..	5 4 3	
Shopman	4 17 3	
Assistant Slaughterman ..	4 11 0	
Groom	4 17 6	
(d) Office—		
Cashier	4 17 6	3 2 2
Assistant	2 16 4	2 2 3
Docket Clerk	2 2 3	1 15 1
(e) Carters (Grocers, Butchers and Bakers)	4 17 6	

(f) If during the currency of this Agreement an emergency should arise by which an adult carter is absent it is herein understood that the employer may substitute such by a junior providing that he shall pay such junior the adult wage for the time he is actually employed.

(g) At least one employee in each establishment where a horse is used in delivery of goods shall be rated as a Carter and receive not less than the minimum rate of wage hereinbefore prescribed and that one junior carter may be employed to every three senior carters or part thereof.

Clause 7: *Temporary Employees* (*i.e.*, employed owing to a temporary pressure of business or for a special reason for a period of less than four consecutive weeks) this clause shall apply to all classes of workers provided for in this Agreement:—

Male Adult—16s. 7d. per day.
Female Adult—12s. 5.33d. per day.
Juniors—The rate prescribed herein plus 1½d. per hour.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 373 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The twelfth day of August, 1926.

THIS matter having come on for hearing before the Court on the 12th day of August, 1926, and the Court having heard Mr. D. Freedman on behalf of the Metropolitan Shop Assistants and Warehouse Employees' Industrial Union of Workers (Bunbury Branch), and Mr. L. L. Carter on behalf of Thomas Hayward & Sons, Limited, and others, doth hereby order that Industrial Agreement No. 62 of 1920, dated the 7th day of December, 1920, be and the same is hereby varied as follows, such variation to take effect from the 12th day of August, 1926:—

By deleting Clauses 6, 7, and 8 and substituting in lieu thereof the following:

Clause 6: The minimum weekly wage payable to any male worker employed as a Shop Assistant (which term includes employees in Country Order Departments, Cashiers, Storemen, Packers and Despatch Hands who have had five years' experience at the trade and who is of the age of 23 years and upwards, or any female

workers of the age of 23 years and upwards employed as a Shop Assistant) shall be as follows:—

	Male. £ s. d.	Female. £ s. d.
1. Shop Assistant	4 17 6	2 15 8
2. Storemen, Packers, Despatch Hands	4 17 6	
3. Grocers' Canvasser and Collectors	4 17 6	
4. Junior Shop Assistants, Messengers, Storemen, Despatch Hands—		
Under 15 years	0 13 3	
Under 16 years	0 18 7	0 15 11
Under 17 years	1 2 4	0 17 6
Under 18 years	1 9 3	1 3 11
Under 19 years	1 17 2	1 6 7
Under 20 years	2 7 10	1 11 11
Under 21 years	2 18 5	1 19 10
Under 22 years	..	2 5 2
Under 23 years	..	2 7 8
Over 23 years	..	2 15 8
Under 22 with less than 4 years' experience ..	3 6 5	
Under 22 with 4 years' experience	3 14 5	
Under 23 with less than 5 years' experience ..	3 14 5	

Thereafter the prescribed minimum adult rate.

Clause 7: Ratio of Juniors to Seniors in establishment of each employer:—

(a) One male junior shall be employed to every two or fraction of two male workers in each establishment receiving a wage of not less than £3 14s. 5d. per week.

(b) The proportion of female juniors to seniors shall not be more than one to one, provided that where an odd number of assistants is employed the additional assistant may be a junior. A senior assistant shall be classed as one receiving not less than £2 5s. 2d. per week. For the purpose of determining the ratio of juniors to seniors assistants under the clause, all employees or managers when actively engaged in conducting the business of the establishment shall be deemed to be senior assistants drawing not less than the wage above mentioned in subclauses (a) and (b) hereof.

Clause 8: *Grocers' Carters.*—The minimum weekly rate of wage payable to any male worker employed as a Grocers' Carter shall be:—

	£ s. d
Under 16 years	1 17 2
Under 18 years	2 7 10
Under 19 years	2 15 9
Under 20 years	3 3 9
Under 21 years	3 9 1
Over 21 years	4 5 0

A Carter required to attend horses on Sunday shall be paid 2s. 6d. for each Sunday in addition to the wage hithertofore prescribed. At least one employee in each establishment where a horse is used in the delivery of goods shall be rated as a Carter and receive not less than the minimum rate of wages hithertofore prescribed.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 324 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the 3rd day of August, 1926, and the Court having heard Miss Annie Warren on behalf of The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of Goode, Durrant, and Company, Limited, and others doth hereby order that the Industrial Agreement No. 53 of 1925, dated the 26th day of September, 1925, be and the same is hereby varied as follows, such variation to take effect from the 14th day of July, 1926:—

By deleting Clauses 5, 7 (h) (5), and 9 (d) and substituting in lieu thereof the following:—

Clause 5: *Wages.*—The minimum rates of wages payable to the several classes of workers (other than Junior Workers and duly registered Apprentices and Probationers) shall be as follows:—

Applicable to Men's and Boy's Ready-made Clothing (Outer Garments).

	Per week. £ s. d.
Foreman of Coat Hands and Machinists ..	5 17 0
Cutter	5 2 0
Trimmer (worker employed marking or cutting out linings or trimmings and fitting up same)	5 2 0
Presser (pressing-off)	5 2 0
Seam Presser and Under-presser	4 17 0
Brusher and Folder (female) not to cover	
Examiner	2 8 8
Coat Hand (female)	2 11 8
Trouser or Vest Hand (female)	2 8 8
Machinist (coat buttonhole machine) ..	2 11 8
Machinist (other machine)	2 10 2
Other workers (female)	2 8 8

Applicable to shirtmaking.

	Per week. £ s. d.
Cutter (male)	5 2 0
Cutter (female)	2 16 8
Machinist ironer, starcher or washer ..	2 8 8
Others	2 8 8

Clause 7 (h) (5): The minimum wage payable to an Apprentice shall be as follows:—

	Males. Per week. £ s. d.	Females. Per week. £ s. d.
For the first six months ..	0 15 9	0 13 1
For the second six months ..	0 19 8	0 15 9
For the third six months ..	1 3 7	0 18 4
For the fourth six months ..	1 7 7	1 3 7
For the fifth six months ..	1 11 6	1 8 10
For the sixth six months ..	1 19 4	1 14 1
For the seventh six months ..	2 7 3	1 16 9
For the eighth six months ..	2 15 1	1 19 4
For the ninth six months ..	3 6 11	2 3 3
For the tenth six months ..	3 18 8	2 3 3

Clause 9 (d): The minimum rate of wages payable to Junior Workers shall be as follows:—

	Per week. £ s. d.
During the first six months in the trade ..	0 13 1
During the second six months in the trade ..	0 18 11
During the third six months in the trade ..	1 4 8
During the fourth six months in the trade ..	1 10 5
During the fifth six months in the trade ..	1 16 2
During the sixth six months in the trade ..	2 2 0

And thereafter the minimum wage.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 320 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the 3rd day of August, 1926, and the Court having heard Miss Annie Warren on behalf of the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth and Mr. L. L. Carter on behalf of the Coastal District Master Tailors' Industrial Union of Employers, doth hereby order that Industrial Agreement No. 14 of 1926, dated the 6th day of May, 1926, be and the same is hereby varied as follows, such variation to take effect from the 14th day of July, 1926:—

By adding to the rates of wages as set forth in Clause 10 the sum of two shillings and sixpence to each designation under the heading Male Journeymen, and the sum of one shilling and fourpence to each designation under the heading of Female Journeywomen.

By deleting Sub-clauses (k) and (l) of Clause 11 and substituting in lieu thereof the following:

Clause 11 (k):	Males. Per week. £	s.	d.
Machining—			
First six months	0	12	11
Second six months	0	15	5
Third six months	0	18	0
Fourth six months	1	0	7
Fifth six months	1	7	4
Sixth six months	1	13	6
Seventh six months	2	6	4
Eighth six months	2	19	3
Coat Making—			
First six months	0	12	11
Second six months	0	15	5
Third six months	0	18	0
Fourth six months	1	0	7
Fifth six months	1	7	4
Sixth six months	1	13	6
Seventh six months	1	19	8
Eighth six months	2	6	4
Ninth six months	2	13	1
Tenth six months	2	19	3
Pressing—			
First six months	0	19	4
Second six months	1	5	9
Third six months	1	12	2
Fourth six months	1	18	8
Fifth six months	2	5	1
Sixth six months	2	11	6
Seventh six months	2	17	11
Eighth six months	3	4	5

	Females. Per week. £	s.	d.
Coat Making—			
First six months	0	12	11
Second six months	0	15	5
Third six months	0	18	0
Fourth six months	1	0	7
Fifth six months	1	5	9
Sixth six months	1	10	11
Seventh six months	1	16	1
Eighth six months	2	1	3
Ninth six months	2	6	4
Tenth six months	2	11	6
Trouser or vest or skirt making—			
First six months	0	12	11
Second six months	0	15	5
Third six month	0	18	0
Fourth six months	1	0	7
Fifth six months	1	6	9
Sixth six months	1	13	6
Machining—			
First six months	0	12	11
Second six months	0	15	5
Third six months	0	18	0
Fourth six months	1	0	7
Fifth six months	1	5	9
Sixth six months	1	12	5
Seventh six months	1	19	2
Eighth six months	2	6	4

	Males and Females. Per week. £	s.	d.
Fitting up and Trimming—			
First six months	0	12	11
Second six months	0	15	5
Third six months	0	18	0
Fourth six months	1	0	7
Fifth six months	1	7	4
Sixth six months	1	13	6
Seventh six months	2	6	4
Eighth six months	2	19	3

Clause 11 (l): An apprentice who after having served the full term of his apprenticeship is under the age of twenty-one years may continue in his master's employment at less than a Journeyman's minimum wage until the expiration of one year thereafter, or until he becomes twenty-one years of age, whichever first happens: Provided that during the first six months after the expiration of the apprenticeship he shall be paid £3 14s. 2d. per week and for the balance of the period £4 10s. a week.

Pieceworkers: The rates for Pieceworkers, where mentioned in the Agreement, are increased as under:—

Males—by 3.03 per cent. up to £4 2s. 6d., over £4 2s. 6d. add 2s. 6d.

Females—by 3.03 per cent. up to £2 4s. 7d., over £2 4s. 7d. add 1s. 4d.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 371 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the 3rd day of August, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Australian Clerical Association Industrial Union of Workers, West Australian Coastal Districts Branch, and Mr. L. L. Carter on behalf of D. & J. Fowler, Limited, and others, doth hereby order that Industrial Agreement No. 32 of 1924, dated the 1st day of November, 1924, be and the same is hereby varied as follows, such

variation to take effect from the 3rd day of August, 1926:—

By deleting the rates of wages set forth in Clause 6 and substituting in lieu thereof the following:

	Males. £ s. d.	Females. £ s. d.
First sixth months' experience ..	0 15 11	0 15 11
Second six months' experience ..	1 1 3	1 1 3
Second year's experience ..	1 9 3	1 6 7
Third year's experience	1 19 10	1 11 11
Fourth year's experience	2 13 2	2 2 6
Fifth year's experience	3 6 5	2 12 8
Sixth year's experience	3 19 8	2 17 8
Thereafter until 21 years of age..	4 10 0	3 2 8
At 21 years of age	4 12 6	3 2 8
At 22 years of age	4 15 0	
At 23 years of age	5 0 0	

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 271 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. W. Hodsdon on behalf of the United Furniture Trades Industrial Union of Workers, and Mr. L. L. Carter on behalf of Foy & Gibson, W. Zimpel, W. H. Moore, Barnett Brothers, Limited, and others, doth hereby order that Award No. 12 of 1921, dated the 25th day of June, 1923, as varied by orders of the Court No. 76 of 1924 and No. 201 of 1925, dated the 17th day of September, 1924, and the 8th day of December, 1925, respectively, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting the rates of wages specified in Clauses 8 and 14 (j) and substituting in lieu thereof:

	Per day. s. d.
Clause 8:	
Wood Carver	18 4
Machinist Shaper	18 4
Cabinet-maker	17 10
Chairmaker	17 10
Wood Turner	17 10
Lead Lighter	17 10
Other Machinist	17 4
Upholsterer	17 4
French Polisher	17 4
Glass Beveller	17 4
Silverer	17 4
Wiremattress-maker	17 4
Mattress-maker	16 10
Wickerworker	16 10
Picture Framer	16 0
	Per week. s. d.
Female Workers—	
Between 15 and 16 years	16 2
Between 16 and 17 years	21 6
Between 17 and 18 years	26 11
Between 18 and 19 years	32 3
Between 19 and 20 years	37 8
Between 20 and 21 years	43 1

Over 21 years 8s. 10½d. per day.

Clause 14 (j):	Per week. s. d.
For a three years' apprenticeship—	
First year	21 6
Second year	43 1
Third year	64 7
For a four years' apprenticeship—	
First year	19 4
Second year	32 3
Third year	48 5
Fourth year	69 11
For a five years' apprenticeship—	
First year	16 2
Second year	24 3
Third year	37 8
Fourth year	53 10
Fifth year	69 11

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 393 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The sixteenth day of September, 1926.

THIS matter having come on for hearing before the Court on the 16th day of September, 1926, and the Court having heard Mr. E. W. Walsh on behalf of the Coastal Operative Pastrycooks and Confectioners' Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of the Metropolitan Master Pastrycooks' Industrial Union of Employers, of Perth, doth hereby order that Industrial Agreement No. 33 of 1925, dated the 12th day of May, 1925, be and the same is hereby varied as follows, such variation to take effect from the 16th day of September, 1926:—

By deleting Clauses 8 and 13 (i) and substituting in lieu thereof the following:—

	Per week. £ s d.
Clause 8.—*Wages*:	
Single hand Pastrycook	5 12 6
Pastrycook	5 5 0
Casual hand, per day of eight hours, per day	0 18 10

A Pastrycook whose working hours on any day begins before 5 a.m. or after 6 p.m. shall be paid one shilling and sixpence extra for that day.

A Pastrycook acting as Leading Hand shall be paid 5s. per week extra, or, if acting for less than a week, 1s. per day extra.

A Pastrycook having to come in on a Sunday specially to make a dough shall be paid 2s. 6d.

Clause 13 (i): The minimum wage payable to an apprentice shall be:—

	Per week. s. d.
During the first year	18 7
During the second year	28 2
During the third year	40 11
During the fourth year	53 8

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 310 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 12th day of July, 1926, and the Court having heard Mr. E. H. Barker on behalf of the Cleaners, Caretakers, and Lift Attendants' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Australian Mutual Provident Society and others, doth hereby order that the Award No. 14 of 1920, dated the 11th day of October, 1921, be and the same is hereby varied as follows, such variation to take effect from the 12th day of July, 1926:—

By deleting Clause 3 and substituting in lieu thereof the following:

Clause 3.—*Rates of Pay*: The minimum rates of pay shall be as follows:—

Cleaner (Male), £4 6s. 6d. per week of 48 hours.

Cleaner (Male), who is also Caretaker and is required to remain at night on premises of employer, £4 12s. 6d. per week of 48 hours.

Cleaner (Female), including wife of Cleaner who is required to remain at night on premises of employer, if she also is employed in cleaning premises, 1s. 7½d. per hour with minimum of 25 hours per week.

Window Cleaner (Male), £4 12s. 6d. per week of 48 hours. (This rate shall not apply to ordinary Cleaners in a building who may be called upon by the employer to clean windows in the ordinary course of their duties.)

Lift Attendant, Male adult, £4 5s.; Female adult, £4 0s. 5d. per week of 48 hours.

	Per week of 48 hours. £	s.	d.
Lift Attendant (Junior)—			
Male:			
Between 18 and 19 years	1	17	[illegible]
Between 19 and 20 years	2	6	[illegible]
Between 20 and 21 years	3	0	8
Female:			
Between 18 and 19 years	1	12	6
Between 19 and 20 years	1	15	8
Between 20 and 21 years	2	7	8

The above wages shall be payable every Friday.

No person under the age of 18 years shall be employed as a Lift Attendant.

The maximum number of hours per week for Lift Attendant shall be 48, except at overtime rates.

Part-time or Casual Employee.—Any female employee who is employed for less than 25 hours per week shall be paid 1s. 9d. per hour, with a minimum engagement of two hours.

Cleaners required to live on the premises of the employer, in addition to the above wages, shall be provided free of charge with quarters, fuel, water, and light.

Except in the case of part-time or casual employees the employment shall be a weekly service.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 331 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 15th day of July, 1926, and the Court having heard Mr. W. D. Johnson on behalf of the Perth and Fremantle Operative Bakers' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Perth and Suburban Master Bakers' Industrial Union of Employers of Western Australia, doth hereby order that Industrial Agreement No. 9 of 1924, dated the 7th day of February, 1924, be and the same is hereby varied as follows, such variation to take effect from the 16th day of July, 1926:—

By deleting Clause 8 and substituting in lieu thereof the following:—

8. *Wages.*—The minimum rate of wages payable under this Agreement shall be as follows:—

	£	s.	d.
(a) Foremen in charge of one and not more than two men	5	12	6
Foremen in charge of three men ..	6	0	0
Foremen in charge of four men ..	6	5	0
Foremen in charge of five or more men	6	7	6
For the purpose of determining the rate of the above wages in computing the number of men, bakers and half-time men permanently employed and apprentices shall be taken into account. There shall be a foreman in each bakehouse where more than one worker is employed.			
(b) Baker	5	0	0
(c) Single hand Baker	5	10	0
(d) Baker required to do ovenwork	5	5	0
(e) Doughmaker	5	10	0
(f) Half-time man	3	7	6

(g) Jobber acting as foreman, 4s. per day extra.

(h) Jobbers, 2s. 6d. per hour.

(i) Jobbers when required to travel one mile or more from the Trades Hall, Perth or Fremantle, shall be paid travelling expenses.

By deleting Clause 14 (i) and substituting in lieu thereof the following:—

Clause 14 (i).—The minimum wage payable to an Apprentice shall be:—

	Per week. £	s.	d.
During the first year of his apprenticeship ..	1	1	3
During the second year of his apprenticeship	1	11	11
During the third year of his apprenticeship ..	2	2	6
During the fourth year of his apprenticeship	2	18	5

The minimum wage of any apprentice engaged under the terms of this Agreement shall be subject to alteration by the Court when the wages of workers under this Agreement are being reviewed or a new Agreement is made.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 362 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The third day of August, 1926.

THIS matter having come on for hearing before the Court on the 3rd day of August, 1926, and the Court having heard Mr. A. W. Richardson on behalf of the Westralian Brickyard, Pottery and Porcelain Works Employees' Union of Workers, Perth, and Mr. L. L. Carter on behalf of the Metropolitan Brick Company, Limited, and others, do hereby order that Industrial Agreement No. 58 of 1925, dated the 2nd day of October, 1925, be and the same is hereby varied as follows, such variation to take effect from the 3rd day of August, 1926:

By deleting Clause 3 and substituting in lieu thereof the following:—

3. *Wages.*—The minimum rate of wages payable to workers covered by this Agreement shall be as follows:—

	Per day of 8 hours. £	s.	d.
Hoffman Kilns.			
Clayhole, Leading Hand	0	16	5
Clayhole, ordinary	0	15	5
Machine Driver, rigging and plating ..	0	15	11
Machine Driver, ordinary	0	15	5
Pan Man, winding or not	0	15	5
Taker-off, single machine (under 21) ..	0	12	2
Taker-off and Trucker, double machine ..	0	15	5
Taker-off and Assistant, Setter, single machine	0	15	5
Setters	0	16	9
Burners	0	16	3
Loft Attendant (under 21)	0	12	2
Moulding and pressing fancy bricks ..	0	16	9
Waste Boy—£2 4s. 4d. per week.			
Drawers, single line kilns, per thousand ..	0	4	2½
Drawers, double line kilns, per thousand ..	0	3	4
Picked bricks, per thousand	0	5	2½
Special and fancy bricks, per thousand ..	0	7	11
Loading from stacks to trucks, per thousand	0	2	8¾
Wire Cut Brickyards.			
Clayhole, Leading Hand	0	16	5
Clayhole, ordinary	0	15	5
Off-bearers	0	16	3
Scintlers	0	15	5
Wheelers or Crowder-in	0	15	5
Burners, head	0	16	5
Burners, ordinary	0	15	5
Setters	0	16	9
Wheeler-outs to trucks or drays	0	15	11
Column cutter (under 21)	0	12	2
Moulding fancy bricks	0	16	9
Hand pressing bricks	0	16	3
Bag and Sand Boy—£2 4s. 4d. per week.			
Mill Feeder, winding (under 21)	0	12	11
Mill Feeder (over 21)	0	15	5

Provided that nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 294 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The sixteenth day of July, 1926.

THIS matter having come on before the Court for hearing on the 7th day of July, 1926, and the Court having heard Mr. W. E. Broderick on behalf of the Coastal Painters and Paperhangers' Industrial Union of Workers (now known as the Operative Painters and Decorators' Industrial Union of Workers), and Mr. L. L. Carter on behalf of the Coastal Painters and Signwriters' Industrial Union of Employers, doth hereby order that the Award No. 4 of 1924, dated the 5th day of August, 1924, as varied by order of the Court dated the 7th day of November, 1924, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting the rate of pay of 2s. 4¾d. per hour in Clause 4 and substituting 2s. 6½d. per hour in lieu thereof, and by deleting the rate of pay of 2s. 2½d. per hour in the same Clause and substituting 2s. 4½d. per hour in lieu thereof.

By deleting the rates of pay set forth in Clause 24 (j) and substituting in lieu thereof the following:—

	Per week. s.	d.
During the first year	18	11
On passing his first year's examination ..	24	4
On passing his second year's examination ..	32	6
On passing his third year's examination ..	48	9
On passing his fourth year's examination ..	68	3

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 275 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. A. W. Richardson on behalf of the Westralian Brickyard, Pottery, and Porcelain Works Employees' Union of Workers, Perth, and Mr. L. L. Carter on behalf of the West Australian Pottery Company, Limited, doth hereby order that Industrial Agreement No. 67 of 1925, dated the 21st day of November, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clause 2 and substituting in lieu thereof the following:—

Clause 2. *Wages*: The minimum rate of wage payable to workers covered by this Agreement shall be as follows:—

(a) Adults:	Per-day. s.	d.
Burner or Moulder (Presser)	16	6
Setter (while setting stoneware)	16	6
Setter (while setting redware)	15	2
Flangers	16	6
Trap Makers	16	2
Junction Sticker	15	2
Assistant Burner	14	2
All other adult labour	14	2

	Per week. s.	d.
(b) Juniors:		
14 to 15 years	16	2
15 to 16 years	22	7
16 to 17 years	30	6
17 to 18 years	42	0
18 to 19 years	50	3
19 to 20 years	61	3
20 to 21 years	71	9

And thereafter the minimum adult rate.

For the purposes of this Agreement the term "Redware setter" shall mean the leading redware setter and drawer, and not more than one worker shall be regarded as such in each factory: Provided that nothing in this agreement shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 272 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The Seventh day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. A. W. Richardson on behalf of The Perth, Fremantle, and Midland Junction Undertakers' Assistants and Cemetery Employees' Industrial Union of Workers, and Mr. L. T. Boas on behalf of the Karrakatta Cemetery Board, doth hereby order that the Award No. 17 of 1921, dated the 3rd day of June, 1924, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clause 1 and substituting in lieu thereof the following:—

1. *Wages.*—The minimum wage shall be:—

	Per week. £	s.	d.
Full-time Grave Digger	4	17	0
Second Grave Digger	4	11	0
Fremantle Cemetery	4	11	0
Gardener's Labourer	4	11	0
Labourer	4	5	0

The Cemetery Boards may employ boys between the ages of 14 and 21 years at watering at the rates hereunder:—

	Per week. £	s.	d.
From 14 years to 16 years	1	7	3
From 16 years to 18 years	2	3	7
19 years of age	2	14	6
20 years of age	3	0	0

The maximum size of watering-can to be carried in the case of boys under 18 shall not exceed one which contains 2½ gallons, and 18 and over, 3 gallons.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 337 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Twenty-sixth day of July, 1926.

THIS matter having come on for hearing before the Court on the 26th day of July, 1926, and the Court having heard Mr. E. Ketterer on behalf of the Amalgamated Society of Carpenters and Joiners of Australasia Industrial Union of Workers (Perth Branch) (now known as the Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers), and Mr. L. L. Carter on behalf of the Master Builders' and Contractors' Industrial Union of Employers and others, doth hereby order that Industrial Agreement No. 15 of 1923, dated the 13th day of November, 1923, as varied by Industrial Agreement No. 1 of 1926, dated the 17th day of December, 1925, be and the same is hereby varied as follows, such variation to take effect from the 26th day of July, 1926:—

By deleting all words from the words "The minimum rate of wage" at the beginning of Clause 1 to the words "for such allowances" at the end of the second paragraph thereof inclusive, and substituting in lieu thereof the following:

Clause 1.—The minimum rate of wage payable to any Carpenter or Joiner shall be:

	Per hour. s.	d.
(1) (a) When employed in Shops or Mills	2	6 9/11
(b) When sent out to fix or erect work in, on or about buildings which has been made in such shops or mills	2	6 9/11
(2) When employed on building construction other than the above-named	2	8½

The above rates shall be inclusive of the holiday and tool allowances provided for, and no claim shall be made by the Union for such allowances.

By deleting the rates of wages set forth in Clause 20 (i) and substituting in lieu thereof the following:—

	Per week. s.	d.
During the first year of his term	18	2
During the second year of his term	23	11
During the third year of his term	38	6
During the fourth year of his term	57	2
During the fifth year of his term	72	9

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 305 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the 8th day of July, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Perth Plumbers' Industrial Union of Workers (now known as the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers), and Mr. L. L. Carter on behalf of the Perth and District Master Plumbers'

Industrial Union of Employers, doth hereby order that Industrial Agreement No. 5 of 1924, dated the 9th day of February, 1924, as varied by Industrial Agreement No. 29 of 1925, dated the 30th day of May, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting the rate of wage, Two shillings and sixpence and one-eleventh of a penny per hour set forth in Clause 3 and substituting in lieu thereof Two shillings and eightpence and two-elevenths of a penny per hour.

By deleting the following words in Clause 3, "and three farthings per hour in lieu of holidays shall be paid to all journeymen plumbers."

By deleting Clause 11 (i) and substituting in lieu thereof the following:—

Clause 11 (i).—The minimum wage payable to an apprentice shall be:

	Per week. £	s.	d.
During the first year	0	15	11
During the second year	1	1	3
During the third year	1	11	11
During the fourth year	2	5	2
During the fifth year	3	1	1
During the sixth year	3	10	2

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 262 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The Sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. G. J. Keith on behalf of the West Australian Branch Australasian Meat Industry Employees' Union Industrial Union of Workers, Perth, and Mr. L. L. Carter on behalf of McIntosh, Fry and Mawley and others, doth hereby order that the Award No. 14 of 1922, dated the 18th day of November, 1924, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting the rates of wages set forth in the following clauses: Shop Section, Clauses 5 and 14 (i); Abattoirs Section, Clauses 3, 5, 18 and 21 (j); Beef Carters' Section, Clauses 2 and 6, and substituting in lieu thereof the following:—

Clause 5—*Shop Section*:

	Per week. £	s.	d.
Order Cart Hand (not cutting orders)	4	5	0
Order Cart Hand (cutting orders)	5	0	0
Carter — Distributing wholesale small-goods	5	0	0
General Butcher	5	0	0
Salter	5	5	0
Cutting Cart Hand	5	5	0
Smallgoodsman	5	5	0
First Smallgoodsman	5	10	0
First Shopman	5	10	0
	Per day.		
Casual Hand	1	0	10

Clause 14 (i)—*Apprentices*:

	Per week. £	s.	d.
During the first year	1	6	6
During the second year	1	17	6
During the third year	2	7	6
During the fourth year	3	4	0
During the fifth year	3	19	6

Clause 3.—*Abattoirs Section*:

	Per week. £	s.	d.
Labourer	4	5	0
Slaughterman's Labourer	4	10	0
Scalder on tripe and cowheels	4	10	0
Beef Lumper	4	15	0
Tallowman	4	15	0
Scalder on pigs	5	12	6
Slaughterman	5	12	6

Casual Hands:

Slaughterman's Labourer, 19s. per day (except on Thursday—22s.)

Labourer, 17s. per day of eight hours.

Scalder on tripe and cowheels, 18s. per day of eight hours.

Scalder on pigs, £1 8s. 7d. per day of eight and a-half hours.

Slaughterman, £1 8s. 7d. per day of eight and a-half hours.

Clause 5.—*Overtime*:

	Per hour. s.	d.
Slaughterman	5	1½
Slaughterman's Labourer	4	1½

Clause 18.—*Junior Labourers*:

	Per week. £	s.	d.
From 14 to 16 years of age	1	12	0
From 16 to 17 years of age	2	2	6
From 17 to 18 years of age	2	13	0
From 18 to 19 years of age	3	3	6
From 19 to 20 years of age	3	14	6
From 20 to 21 years of age	4	5	0

Clause 21 (j).—*Apprentices*:

During the first year	1	6	6
During the second year	1	17	6
During the third year	2	15	6
During the fourth year	4	5	0
During the fifth year	5	0	0

Clause 2.—*Beef Carters' Section*:

	£	s.	d.
Beef Carters—horse and cart	4	15	0
Motors—30cwt.	5	0	0
Motors over 30cwt.	5	5	0
	Per day.		
Casual Hand	1	0	10

Clause 6.—*Junior Labourers*:

	Per week. £	s.	d.
16 years and under	1	17	6
16 years to 17 years	2	8	0
17 years to 18 years	2	18	6
18 years to 19 years	3	9	0
19 years to 20 years	3	19	6
20 years to 21 years	4	10	0

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER, President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 413 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Thirtieth day of August, 1926.

THIS matter having come on for hearing before the Court on the 30th day of August, 1926, and the Court having heard Mr. E. W. Walsh on behalf of the Australian Saddlery and Leather Workers' Trades Employees' Federation Industrial Union of Workers, Perth (West Australian Branch), and Mr. L. L. Carter on behalf of B. Rosenstamm and others, doth hereby

order that Industrial Agreement No. 45 of 1925, dated the 3rd day of August, 1925, be and the same is hereby varied as follows, such variation to take effect from the 30th day of August, 1926:—

By deleting Clauses 2, 3 (b) and the first two paragraphs of Clause 4 and substituting in lieu thereof the following:—

2. *Wages*: The minimum rates of wages payable under this Award to workers other than duly registered apprentices and probationers shall be as under:—

(a) Male Journeymen, Harness and Saddlery Trade:

	Per week. s.	d.
(1) Male journeymen engaged in the manufacture, cutting, machining or repairing of saddles, bridle work and strapping and collars for horses and other animals, whips and whip thongs	109	0
Bag and Leather Goods Trade:		
(2) Male journeymen engaged in the manufacture, cutting, machining or repairing of bags, trunks, leather fibre, and canvas cases, leather and canvas sporting goods, and all other fancy leather work	109	0
(b) Females—Harness and Saddlery Trade:		
(1) All classes of seaming	54	8
(2) Hand-stitching or machine sewing buggy, gig, or cab saddles, winker eyes, fronts drops, padtops, pad or saddle cloths, folded hand-parts, collar, sidepieces or housing for gig, carriage, spring cart, or van harness—		
With waxed thread	106	8
With unwaxed thread	54	8
(3) Hand-stitching or machine sewing, all other harness	106	8
(4) Hand-stitching all classes of saddlery and leather goods other than harness—		
With black waxed thread	106	8
With other than black waxed thread	54	8
(5) Machine-sewing all classes of saddlery and leather goods other than harness—		
With black waxed thread	106	8
With other than black waxed thread	54	8
(6) Quilting or cross barring panels ..	106	8
(7) Cutting out all classes of work ..	106	8
(8) Preparing edging, creasing, and finishing all classes of work	106	8
Bag and Leather Goods Trade:		
(9) Wholly making gladstone bags, kit or bulge bags, bullion bags, hat-boxes, camera, musical instruments, canvas, and leather suit cases	106	8
(10) Hand-stitching cricket, punching, medicine, or footballs or pigskin leggings	106	8
(11) Stiffening any article enumerated in Clause 2, Subclause b (9)	106	8
(12) Machine-sewing with unwaxed thread..	54	8
(13) Lining out or making doors and handles of gladstone bags, handles of kit or bulge bags, music cases	54	8
(14) Adult females employed on other work	54	8

In the following classes of work, viz., making purses, wallets, all classes of fancy leather turned-edge work, mounting and creasing solid-edge fancy leather work, adult female workers may be employed at 54s. 8d. per week, but there shall be in each workshop a proportion of one male adult and one male apprentice to every ten female workers. Junior workers may be employed on work enumerated at 54s. 8d. per week at the rates set forth in Clause 2 (e).

Sail, Tent and Canvas Trade:

	Per week. s.	d.
(15) Machining on work enumerated in Clause 2 (a)	54	8
(16) Machining on aeroplane work	67	8

(c) Male Apprentices and Male Junior Workers:

	Per week of 48 hours. s.	d.
For the first six months	15	11
For the second six months	21	3
For the third six months	25	6
For the fourth six months	29	9
For the fifth six months	34	0
For the sixth six months	38	3
For the seventh six months	42	6
For the eighth six months	46	9
For the ninth six months	51	0
For the tenth six months	55	3

(d) Male Junior Workers.—Male Junior Workers who, after the expiration of the tenth period of six months, have not reached twenty-one years of age may be employed at the following rates for two years, or until they reach twenty-one years of age, whichever shall first occur:—

	Per week of 48 hours. s.	d.
For the eleventh six months	69	1
For the twelfth six months	79	8
For the thirteenth six months	90	0
For the fourteenth six months	100	0

(e) Female Apprentices and Female Junior Workers:

	Per week of 45 hours. s.	d.
For the 1st six months	15	11
For the 2nd six months	21	3
For the 3rd six months	25	6
For the 4th six months	29	9
For the 5th six months	34	0
For the 6th six months	38	3
For the 7th six months	42	6
For the 8th six months	46	8

And thereafter 54s. 8d. per week of 45 hours.

An apprentice shall provide himself with all necessary tools.

An apprentice who, after having served the full term of five years is under the age of twenty-one years, may continue in his master's employment at less than a journeyman's minimum wage until the expiration of one year thereafter or until he becomes twenty-one years of age, whichever first happens: Provided that during the first six months after the expiration of the apprenticeship he shall be paid £4 5s. per week, and for the balance of the period £4 15s. per week.

Females (other than apprentices or junior workers) engaged in tying-off or snipping ends of cotton or cutting webs to lengths or sorting or eye-letting or putting on ends or counting or tying up or preparing sample cards or turning or rubbing out gloves:

	Per week of 45 hours. s.	d.
For the 1st six months	15	11
For the 2nd six months	18	7
For the 3rd six months	21	3
For the 4th six months	24	5
For the 5th six months	29	3
For the 6th six months	31	11
For the 7th six months	37	2
For the 8th six months	42	6

And thereafter 49s. 2d. per week of 45 hours.

Proportion of female apprentices and female junior workers:

3. (b) The number of female apprentices and female junior workers shall be in the proportion of two female apprentices or female junior workers to one female worker earning not less than 47s. 8d. per week.

4. Piecework Rates.—The rates for pieceworkers where mentioned in the Agreement are increased as under:—

Males—6¼ per cent. up to £4. Thereafter add 5s. only.

Females—6¼ per cent. up to £2 3s. 3d. Thereafter add 2s. 8d. only.

The piecework rates payable under this Agreement shall be the rates prescribed hereunder, plus an additional five per cent., provided that such piecework rates shall provide a minimum weekly wage of 109s. for Males and 106s. 8d. for Females.

Piecework rates for any class of work other than those enumerated hereunder, may be mutually agreed upon between the employer and the employee, provided that such piecework rates shall enable an average journeyman to earn not less than 109s. per week for Males and 106s. 8d. per week for Females.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 300 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. E. W. Walsh on behalf of the Western Australian Government Tramways and Electricity Supply Officers' Industrial Union of Workers, and Mr. E. Thomas on behalf of the Commissioner of Railways, doth hereby order that Industrial Agreement No. 5 of 1926, dated the 22nd day of January, 1926, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

Clause 4. *Overtime*: Subclause (h)—Delete "£399" and substitute "£403."

Clause 14. *Temporary Clerks*: Subclause (a)—Delete "£219-£279" and substitute "£223-£283."

Subclause (d)—Delete "15s. 5d." and substitute "15s. 8d." Delete "15s. 11d." and substitute "16s. 2d." Delete "16s. 5d." and substitute "16s. 8d."

Clause 18. *Rates of Pay*: Subclauses (a) to (e)—Delete and substitute the following in lieu:—

(a) Juniors.—The salaries of all male officers under the age of twenty-one years shall be:—

	Per annum. £
Under 16 years of age	80
Over 16 and under 17 years	96
Over 17 and under 18 years	127
Over 18 and under 19 years	159
Over 19 and under 20 years	175
Over 20 and under 21 years	196

(b) Adults: Adult male officers shall be classified into the ranges shown in the annexed Classification of Positions (Clause 19). Officers (other than Juniors) occupying all other positions will be paid the salary set forth in the following range, viz.:—

£223, £233, £248, £263, £273, £283.

Note.—Unclassified draftsmen shall be advanced automatically to £303 per annum, yearly increments to be as provided for in the ranges £223-£283 and £283-£303: Provided that the advances beyond £283 shall be contingent upon a certificate from the Head of the Branch that they have performed their duties in a satisfactory manner.

(c) Engineering Cadets: The remuneration to Engineering Cadets who have not passed the Matriculation Examination will be as shown under (A) to those who have passed as shown under (B):—

	Per annum. (A) £	(B) £
First year	101	117
Second year	133	159
Third year	170	181
Fourth year	175	186
Fifth year	202	212

Note.—Engineering cadets on passing the prescribed qualifying examination shall be advanced to £248 per annum, and then automatically progress to £303 per annum, yearly increments to be as provided for in the ranges £223-£283 and £283-£303: Provided that the advances beyond £283 shall be contingent upon a certificate from the Head of the Branch that they have performed their duties in a satisfactory manner.

(d) Junior Female Clerks: The salaries of all female junior clerks under the age of twenty-one years shall be:—

	Per annum. £
Under 17 years of age	80
Over 17 and under 18 years	101
Over 18 and under 19 years	117
Over 19 and under 20 years	133
Over 20 and under 21 years	154

(e) Adult Female Clerks: The salaries of all adult female clerks shall be:—

	Per annum. £
First year	170
Second year	181
Third year	191
Fourth year	202
Thereafter	212

Clause 19.—*Classification of Positions*: Add £4 per annum to all rates throughout the entire clause.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 311 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The Eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the 8th day of July, 1926, and the Court having heard Mr. F. G. Saunders on behalf of the Western Australian Branch of the Printing Industry Employees' Union of Australia Industrial Union of

Workers, Perth, and Mr. L. L. Carter on behalf of the Metropolitan Master Printers and Allied Trades' Union of Employers, doth hereby order that the Award numbered 18 and 19 of 1922, dated the 7th day of October, 1924, as varied by order of the Court No. 215 of 1925, dated the 16th day of December, 1925, be and the same is hereby varied as follows, such variation to take effect from the 8th day of July, 1926:—

By deleting Clauses 4, 13 (j) and 15 and substituting in lieu thereof the following:—

Clause 4.—*Wages. Male Section*:

	Per week. £	s.	d.
Linotype or Monotype Machine Operators ..	6	11	0
Hand Composers	5	9	0
Stereotypers	5	9	0
Bookbinder and Finishers	5	9	0
Paper-rulers	5	9	0
Calico Bag Printers	5	9	0
Lithographers	5	9	0
Letterpress Machinists	5	9	0
Paper Bag Machinists	5	9	0
Envelope Cutters	5	9	0
Guillotine Cutters	5	9	0

These wages are based on a minimum of £4 5s. per week. Casual workers shall be paid ordinary rates plus ten per cent. (10 per cent.)

Clause 13 (j).—The minimum wage payable to an apprentice shall be:—

	Per week. s.	d.
During the first six months	16	0
On passing his first six months' examination ..	18	7
On passing his second six months' examination	21	2
On passing his third six months' examination	24	0
On passing his fourth six months' examination	26	7
On passing his fifth six months' examination ..	31	11
On passing his sixth six months' examination ..	37	3
On passing his seventh six months' examination	47	11
On passing his eighth six months' examination	58	6
On passing his ninth six months' examinaton	69	2

On passing his tenth six months' examination he shall be entitled to the minimum wage for a journeyman.

The wages of an apprentice under this award are subject to alteration by the Court when the wages of journeymen under this Award are reviewed.

Clause 15.—*Female Section*:

	Per week. s.	d.
During first six months	13	4
During second six months	16	0
During third six months	18	7
During fourth six months	21	2
During fifth six months	26	7
During sixth six months	29	2
During seventh six months	34	7
During eighth six months	40	9

Thereafter up to the age of 21 years 47s. 11d. per week. In any case, on attaining 21 years of age 53s. 2d. per week.

On the termination of the employment the employer shall provide the worker with a note stating the date when such employment began and the date of its termination; such note shall be the property of the worker.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 295 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The twenty-ninth day of June, 1926.

THIS matter having come on for hearing before the Court on the 29th day of June, 1926, and the Court having heard Mr. G. Kerr, on behalf of the Coastal and Eastern Goldfields Government Water, Sewerage, and Drainage Employees' Industrial Union of Workers, and Mr. E. Thomas on behalf of the Minister for Water Supply, Sewerage, and Drainage, doth hereby order that the Award No. 25, 27, and 28 of 1922, dated the 26th day of September, 1923, as varied by order of the Court No. 217 of 1925, dated the 18th December, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

The minimum rates of pay in lieu of those prescribed in Clause 1 of Part 1 for the following designations shall be as follows:—

	Per week of 44 hours. £	s.	d.
Blacksmith	5	12	0
Blacksmith's Striker	4	8	0
Concretor	4	11	0
Carpenter	5	9	0
Caretaker, Loftus Street, and Fremantle Yard (no overtime)	4	18	4
Chainman (a labourer assisting surveyor in field)	4	11	0
Caretaker in charge of septic tanks at East Perth and Fremantle; reservoirs at Mt. Eliza and Mt. Hawthorn (13 shifts a fortnight, to include one Sunday, no overtime)	5	9	0
Caretaker, Assistant, in charge of above on each alternate Sunday—£1 1s. 6d.			
Drilling Machinist	4	17	0
Fitter	5	9	0
Fitter's Assistant	4	8	0
Fireman	4	11	0
Ganger in charge of four men	5	0	0
Ganger in charge of five, six or seven men ..	5	3	0
Ganger in charge of eight men or over ..	5	9	0
Horse Drivers, one horse	4	8	0
Horse Drivers, two horses	4	12	6
Hammer and Gad Man	4	11	0
Hammer and Drill Man	4	14	0
Joint Caulker	4	17	0
Jumperman	4	14	0
Labourer	4	5	0
Leading Motor Mechanic at Loftus Street, including traffic management	6	4	0
Meter Reader	4	17	0
Meter Repairer	5	9	0
Motor Mechanic	5	9	0
Maintenance Men (sewerage)	4	11	0
Motor Lorryman (over 25cwt.)	5	7	0
Motor Lorryman (up to and including 25cwt.)	5	1	0
Maintenance Man (M.J. Water Supply) ..	4	11	0
Miner	4	14	0
Pipe Setter (sewerage)	5	3	0
Pipe Setter's Assistant (sewerage)	4	8	0
Pipe Jointer	4	14	0
Packer	4	11	0
Powder Monkey	4	17	0
Screwing Machinist	4	11	0
Service Layer	4	17	0
Sewerage Pumping Station Attendant ..	4	11	0
Screeder	4	14	0
Stableman	4	18	4
Spaller in diorite or granite	4	11	0

	Per week of 44 hours. £	s.	d.
Turner	5	9	0
Trowelhand or Renderer	4	17	0
Timberman	4	14	0
Timberman's Assistant	4	5	0
Tester in Charge	5	3	0
Tester, ordinary	4	8	0
Timber Cutter	4	14	0
Tool Sharpener	4	14	0
Trucker and Braceman	4	11	0
Winch Driver	4	14	0

Watchman (watching open works on construction or maintenance) £4 18s. 4d., 60 hours per week.

Sanitary Man—Churchman's Brook, £5 3s. per week, inclusive of district or camp allowance.

Horse Drivers, three horses—£4 14s. 6d. per week.

Horse Drivers, four and five horses—£4 15s. 6d. per week.

Pumpers on Construction Works.—"Pumpers on construction work shall be paid one shilling per day extra when working underground if it is impracticable for them to work without getting wet feet."

Pumpers (dry) .. .. £4 14 0 per week
Pumpers (wet) .. .. 5 0 0 „

Churchman's Brook Dam Construction.—The rates of pay for workers employed in the open cut below a depth of six feet from the surface shall be as under:—

	Per week of 44 hours. £	s.	d.
Mullocker, Trucker or Shoveller	4	14	0
Timberman	5	6	0
Timberman's Assistant	4	14	0
Miner	5	0	0

(Note.—District or camp allowance is not payable in addition to the above.)

Goldfields Water Supply Section.—The minimum rates of pay in lieu of those prescribed in Clause 1 of Part 2 for the following designations, shall be as follows:—

(a) Mundaring, as far as, but not including Merredin.

Note.—The following rates include a District Allowance of 6d. per day:—

Designation.	Per week of 44 hours. £	s.	d.
Blacksmiths	5	15	0
Blacksmith's Striker	4	11	0
Carpenters	5	12	0
Concretors	4	14	0
Chainman (labourer assisting surveyor in the field)	4	14	0
Chainman and General Assistant (Northam)	4	17	0
Fitters and Turners	5	12	0
Firemen and Greasers, free quarters, water, fuel, and light	4	11	0
Firemen and Greasers, when cleaning boilers, flues, etc., 1s. per day extra, present conditions to continue.			
Gangers, 10 men and over	5	12	0
Gangers, under 10 men	5	6	0
Groom and General Hand, Mundaring Weir, per week (seven days as required)	4	13	0
Horse Driver	4	8	0
Junior Workers:			
Up to 16 years	1	8	0
16 to 17 years	1	12	7
17 to 18 years	2	3	10
18 to 19 years	2	11	5
19 to 20 years	3	2	8
20 to 21 years	3	13	11

	Per week of 44 hours. £	s.	d.
Leadrunners (on reticulation and extensions only)	4	14	0
Lead Potman	5	0	0
Lead Caulkers	5	0	0
Lead Expanders	5	3	0
Labourers	4	8	0
Maintenance Men (leading), (including allowance for wet work)	4	17	0
Maintenance Men (including allowance for wet work)	4	12	6
Meter Repairers	5	12	0
Oxywelder (acetylene work on 30-inch main), 2s. per day extra with a minimum of 22s. 6d. per day of eight hours, West of Merredin, and 23s. 6d. per day of eight hours at Merredin and East thereof.			
Powder Monkey	5	0	0
Pulling out pipes—6d. per day extra on the 30-inch main.			
Ring Setter	5	3	0
Storekeepers—			
Northam	5	3	0
Kalgoorlie (including district allowance)	5	9	0
Southern Cross (including district allowance)	4	17	0
Others	4	11	0
Steeplejack, 2s. 6d. per day extra.			
Spaller (when working in diorite or granite)	4	14	0
Timekeepers	4	17	0
Tool Sharpeners	4	17	0
Tradesman's Labourer	4	11	0

Workers in Merredin up to Coolgardie and Widgiemooltha inclusive, and up to Kalgoorlie and Goongarrie inclusive, shall receive 1s. per day extra above the Mundaring to Merredin rates, and workers beyond Widgiemooltha and Goongarrie 1s. 3d. per day above the Mundaring to Merredin rates.

Horse Drivers, three horses—£4 17s. 6d. per week (including 3s. per week district allowance).

Horse Drivers, four and five horses—£4 18s. 6d. per week (including 3s. per week district allowance).

	Per week of 44 hours. £	s.	d.
Murchison Section:			
Fitters and Turners	5	9	0
Foremen in charge of wells and dams (including district allowance)	4	15	0
Labourers, in towns	4	5	0
Labourers, outside towns	4	11	0

In this section workers shall receive payment in addition to the prescribed rate East of Mullewa and including Mt. Magnet, 1s. 6d. per day, and beyond Mt. Magnet, North and East, 1s. 9d. per day.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 285 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The sixteenth day of July, 1926.

THIS matter having come on for hearing before the Court on the 7th day of July, 1926, and the Court having heard Mr. D. Freedman on behalf of the Shop Assistants and Warehouse Employees' Industrial Union

of Workers, Perth, W.A., and Mr. L. L. Carter on behalf of Elder, Smith and Company, Limited, and others, doth hereby order that Industrial Agreement No. 31 of 1924, dated the 8th day of November, 1924, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clause 7 and substituting in lieu thereof the following:—

7. *Wages.*—The minimum weekly rate of wage shall be as follows:—

	Per week. £	s.	d.
(a) Classer	5	17	0
(b) Assistant Classer	5	9	0
(c) Weekly Hands (handling hides) ..	4	19	0
(d) Skin Sorters	4	17	0
(e) Assistant Storeman	5	2	0
(f) Assistant Storeman (handling hides) ..	5	5	0
(g) All other Weekly Hands	4	13	0

(h) Casual Hands, 2s. 5d. per hour.

(i) Leaders of Gangs—6d. per day or 3s. per week in addition to the above rates.

(j) Junior Weekly Hands:

14 years of age to 15 years	1	3	9
15 years of age to 16 years	1	9	0
16 years of age to 17 years	1	14	3
17 years of age to 18 years	2	4	3
18 years of age to 19 years	2	15	4
19 years of age to 20 years	3	8	6
20 years of age to 21 years	4	1	9

Provided that if any Junior Weekly Hand be employed to do any other work than the following, namely, marking, branding, working lift, cleaning up, sweeping, sewing up, elementary classing, or any light work ordered by the Storeman, or if he be ordered to handle hides over twenty-five pounds each in weight, or if he be ordered to paint skins, he shall be paid the minimum adult rates.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 304 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The eighth day of July, 1926.

THIS matter having come on for hearing before the Court on the 8th day of July, 1926, and the Court having heard Mr. P. J. Trainer on behalf of the Western Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, and Mr. L. L. Carter on behalf of Harris, Scarfe, & Sandover's, Limited, and others, doth hereby order that Industrial Agreement No. 17 of 1925, dated the 26th day of February, 1925, be and the same is hereby varied as follows, such variation to take effect from the 1st day of July, 1926:—

By deleting Clauses 4, 9 (i) and 12 and substituting in lieu thereof the following:—

4. *Wages.*—The minimum rates of pay payable to workers under the Award shall be:—

	Per week of 48 hours. £	s.	d.
Sheet Metal:—			
First-class Bench Hands	5	5	0
Stock Hands	5	1	0
Canister-makers (adults)	5	1	0
Stove and Range-fitters and Assemblers ..	5	1	0

Casual hands shall be paid at the rate of (1½d.) a penny half-penny per hour in addition to the above rates.

9. (i) The minimum wage payable to an Apprentice shall be:—

	Per week. s.	d.
During first year	15	11
During second year	26	7
During third year	37	2
During fourth year	47	10
During fifth year	63	9

Provided that no Apprentice shall be employed on a press until he has attained his third year.

12. *Junior Workers:*

Stove and Range Section.

The number of Junior workers employed in the Stove and Range Section shall not exceed one to every two journeymen.

The wages of Junior Workers shall be:—

	Per week. £	s.	d.
Under 16 years of age	0	15	11
Between 16 and 17 years of age	1	6	7
Between 17 and 18 years of age	1	17	2
Between 18 and 19 years of age	2	10	6
Between 19 and 20 years of age	3	3	9
Between 20 and 21 years of age	4	0	9

Canister Making.

Under 16 years of age	0	15	11
Between 16 and 17 years of age	1	6	7
Between 17 and 18 years of age	1	17	2
Between 18 and 19 years of age	2	10	6
Between 19 and 20 years of age	2	18	5
Between 20 and 21 years of age	4	0	9

Provided that no Junior Worker under 18 years of age shall be employed upon a press.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

APPLICATION FOR VARIATION OF AGREEMENT.

On the 26th July, 1926, Mr. P. J. Trainer on behalf of the West Australian Coach, Car, and Rolling Stock Builders' Industrial Union of Workers made an application under Section 122 of the Act for an increase of 6s. 3d. per week in the rates of pay provided by Industrial Agreement No. 23/1925, on the ground that this would make the Agreement consistent with the Basic Wage.

Mr. L. L. Carter on behalf of the Coastal District Master Coach Builders' Industrial Union of Employers made a counter application that the wages should be reduced by 1s. 3d. per week.

After hearing evidence the Court on the 4th August, refused the application and counter application and made no order.

Enforcements of Awards and Industrial Agreements.

The Court of Arbitration and Industrial Magistrates, during the quarter ending 30th September, 1926, dealt with the undermentioned Applications for Enforcement of Awards and Industrial Agreements. The decisions of the Court and Magistrates are briefly stated, but any case involving points of particular importance are fully reported.

BEFORE COURT OF ARBITRATION

(Mr. Justice Dwyer, President, and Messrs. W. Somerville and O. L. Bloxsome Members).

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
197/26	Superphosphate and Chemical Works Industrial Union of Workers—Metropolitan	Mt. Lyell Mining & Railway Co. Ltd.	Agreement No. 38 of 1925—Employing P. J. Quinn and others on overtime in excess of prescribed limit of 12 hours during weeks ending 14th April, 1926 and 13th January, 1926	Fine 1/- and costs ...	14-7-26	
198-199/26	Do. do. ...	P. J. Quinn and W. Allerton	Agreement No. 38 of 1925—Working overtime in excess of prescribed limit of 12 hours during week ending 14th April, 1926	Fine 1/- in each case with costs	14-7-26	
200/26	do. do. ...	J. Heathcote ...	Similar charge to above in respect to week ending 13th January, 1926	Dismissed with costs	14-7-26	
202/26	do. do. ...	Cuming, Smith & Co. Pty., Ltd.	Agreement No. 38 of 1925—Employing J. Lawson and others on overtime in excess of prescribed limit of twelve hours	Fine 1/- and costs ...	26-7-26	For decision *see* page 275.
202/26	do. do. ...	J. Lawson	Agreement No. 38 of 1925—Working overtime in excess of prescribed limit of twelve hours	Fine 1/-	14-7-26	
203/258/26	do. do. ...	E. Taylor and 55 others	do. do.	... ...	...	Withdrawn on 16th July, 1926. All claims for costs to be met by Union.
288/26	Engineers—Coastal District Committee Amalgamated Society of	T. C. Humphreys (York)	Agreement No. 64/25—Employing H. F. Dovey on the work of a motor mechanic on less than the prescribed rate, 30th April, 1926, to 5th June, 1926	Fine 1/- and costs, and wages, £10 19s.	...	For decision, *see* page 277.

Enforcements of Awards and Industrial Agreements.

The Court of Arbitration and Industrial Magistrates, during the quarter ending 30th September. 1926, dealt with the undermentioned Applications for Enforcements of Awards and Industrial Agreements. The decisions of the Court and Magistrates are briefly stated, but any case involving points of particular importance are fully reported.

Before H. J. Craig, Esq., Industrial Magistrate, Perth.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
280/26	Bakers' Industrial Union of Workers: Perth and Fremantle Operative	E. Thomson ...	Agreement No. 9 of 1924: Carrying on baking operations at Lewis & Spencer's Bakery, before prescribed starting time on Tuesday, 15th June, 1926	Fined 10s. and costs	15-7-26	
282/26	Do.	H. Bourne ...	do. do. do.	Fined 10s. and costs	15-7-26	
281/26	Do.	A. Tanner	Agreement No. 9 of 1924: Assisting to carry on baking operations at Lewis & Spencer's Bakery, before prescribed starting time on Tuesday, 15th June, 1926	Fined 10s. and costs	15-7-26	
283/26	Do.	Lewis & Spencer ...	Agreement No. 9 of 1924: Carrying on baking operations before prescribed starting time on Tuesday, 15th June, 1926	Fined £1 and costs ...	15-7-26	
333/26	Do.	do.	Agreement No. 9 of 1924: Failing to keep a correct record of time worked in their bakery for week ending 19th June, 1926	Fined £1 and costs ...	30-7-26	
334/26	Do.	E. Thomson ...	Agreement No. 9 of 1924: Failing to keep a correct record of time worked by him at Lewis & Spencer's bakery, for week ending 19th June, 1926	Fined £1 and costs ...	30-7-26	
335/26	Do.	H. Bourne ...	do. do. do.	Fined £1 and costs ...	30-7-26	
336/26	Do.	A. Tanner	do. do. do.	... ...	...	Withdrawn at hearing, 30-7-26.
51/26	Carters and Drivers' Industrial Union of Workers (Perth): West Australian	St. John Ambulance Association	Agreement No. 65 of 1925: Neglecting to pay E. Caddy prescribed rate of wages for period 23rd December, 1925, to 2nd March, 1926	Dismissed with costs	15-7-26	At the hearing before the Industrial Magistrate on the 29th April, 1926, the question arose as to whether Caddy was a taxi-car driver within the meaning of the Agreement. (For decision *see* Vol. VI., No. 2, page 134). This question of interpretation was referred to the Court of Arbitration, pursuant to Section 101 of the Act. (For Arbitration Courts decision, *see* Vol. VI., No. 2, page 134). The matter was then referred back to the Industrial Magistrate for final decision, and on the 15th July, 1926, the case was dismissed with costs.
52/26	Do.	do.	Agreement No. 65 of 1925: Neglecting to pay R. Hanning prescribed rate of wages for period 23rd December, 1925, to 2nd March, 1926	Dismissed with costs	15-7-26	This application was heard simultaneously with Application 51/26. The remarks and decisions in that case apply to this application.
326/26	Do.	J. Bland	Agreement No. 27 of 1925: During period 22nd February, 1926, to 29th May, 1926, neglecting to pay Edward Maslin, a junior horse-driver prescribed rate of wages	Fined 5s. and costs, and ordered to pay £26 13s., wages due	30-7-26	
327/26	Do.	R. Morton	Agreement, No. 27 of 1925: During period 1st January, 1926, to 12th June, 1926, neglecting to pay Thomas Cameron, a motor driver, prescribed rate of wages	Fined £1 and costs, and ordered to pay £20, wages due	30-7-26	
328/26	Do.	Walter John Brown	Agreement, No. 27 of 1925: During period 4th January, 1926, to 3rd June, 1926, neglecting to pay James Gillon Kane, a junior horse-driver, prescribed rate of wages	Fined 1s., and ordered to pay £26 6s., wages due (no order as to costs)	30-7-26	
329/26	Do.	R. A. Gamble ...	Agreement, No. 27 of 1925: During period 1st January, 1926, to 4th June, 1926, neglecting to pay Stanley Elphick, a horse-driver, prescribed rate of wages	... ...	...	Withdrawn at hearing, 13-8-26

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
134/26	Carters and Drivers' Industrial Union of Workers (Perth): West Australian	Robert Johnson ...	Agreement No. 65 of 1925: During period 14th March, 1926, to 27th March, 1926, working for Joseph Weir at less than the prescribed rates	Fined 5s. and costs ...	13-8-26	
365/26	Do.	Albert Allan ...	Agreement No. 65 of 1925: During period 1st January, 1926, to 3rd July, 1926, neglecting to pay a charabanc driver, Frank Vletch, prescribed wages, overtime and holiday pay	Fined 5s. and costs ...	13-8-26	
366/26	Do.	do.	Agreement No. 65 of 1925: During period 1st January, 1926, to 3rd July, 1926, neglecting to pay a charabanc driver, James Gordon, prescribed wages, overtime and holiday pay	Fined 5s. and costs ...	13-8-26	
367/26	Do.	T. G. Molloy ...	Agreement No. 65 of 1925: Neglecting to pay W. Armstrong, a charabanc driver, prescribed rates of wages during period 1st May, 1926, to 15th May 1926	Fined 1s. and costs, and ordered to pay £8 12s. wages due	9-9-26	For decision, *see* page 211.
374/26	Do.	Joseph Weir ...	Agreement No. 65 of 1925: Neglecting to pay F. Phillipson, a taxi-car driver, overtime pay due for period 14th January, 1926, to 27th March 1926	Fined £1 and costs, and ordered to pay £26 6s. 9d., wages due	13-8-26	
375/26	Do.	do.	Agreement No. 65 of 1925: Failing to produce on 23rd July, 1926, for inspection of representative of Union, time and wages book for F. Phillipson	Fined £1 and costs ...	13-8-26	
306/26	Coal Miners' Industrial Union of Workers of Western Australia, Collie—The	The Amalgamated Collieries of W.A., Ltd., Westralia Mine	Award No. 3 of 1926: On 11th May, 1926, neglecting to provide the 3 inches clear space in the Gannon Bores and Cutthrough cavilled and worked by Arthur Cane and mate	Fined £1 and costs ...	30-7-26	
276/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	A. E. Nelson ...	Award No. 10 of 1923: Working for the Perth City Council at less than the prescribed rates during period 20th September, 1925, to 16th March, 1926	Fined £1 and costs ...	15-7-26	
277/26	Do.	Hadfield's Steel Works, Ltd.	Award No. 10 of 1923: Failing to pay H. Tulip prescribed overtime pay for period ending 12th May, 1926	Fined 10s. and costs	15-7-26	
278/26	Do.	Do.	Award No. 10 of 1923: Failing to pay A. Elder prescribed overtime pay for period ending 12th May, 1926	Fined 10s. and costs	15-7-26	
279/26	Do.	do.	Award No. 10 of 1923: Failing to pay J. Soulsby prescribed overtime pay for period ending 12th May, 1926	Fined 10s. and costs	15-7-26	
411/26	Do.	Gilbert's, Ltd. ...	Award No. 10 of 1923: Failing to pay C. Symons a week's wages in lieu of notice when dismissing him on the 23rd July, 1926	Dismissed—no order as to costs	9-9-26	
412/26	Do.	do.	Award No. 10 of 1923: Failing to pay A. Flint a week's wages in lieu of notice when dismissing him on the 7th July, 1926	Fined 5s. and costs, and ordered to pay £5 9s., wages due	9-9-26	
99/26	Furniture Trades Industrial Union of Workers, Perth, W.A., —The United	Hearn Bros. & Stead	Award, No. 12 of 1921: Failing to allow W. O'Shea, an apprentice polisher, the whole of the period served by him as a probationer, although such probationery period was registered at the Court of Arbitration	Dismissed with costs	15-7-26	
293/26	Do.	The Locke Furniture Manufacturing Co.	Award, No. 12 of 1921: Employing W. Mooney as a probationer to the Upholstery Branch for a period in excess of three months	Fined 10s. and costs	15-7-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
259/26	Hairdressers and Wigmakers' Employees' Union of Workers—Metropolitan	H. Lovering ...	Award, No. 6 of 1923: Employing three junior workers, Misses Darnell, Marsh and Spurr, contrary to the provisions of the Award	Fined 5s. and costs ...	30-9-26	The point involved and raised by the defence was, whether the provisions of the Award applied to the business carried on by the Defendant, namely, a Ladies' Toilet Saloon, where ladies' hair was cut and dressed and if the Award covered female employees, engaged in the industry to which it applied. At the hearing, on the 25th June, 1926, these two points were referred by the Industrial Magistrate to the Court of Arbitration for interpretation under Section 101 of the Act. The Court of Arbitration, on the 13th September, 1926, answered both questions in the affirmative and referred the case back to the Industrial Magistrate for final decision. (*See* page 239). On the 30th September, 1926, the Industrial Magistrate finally disposed of the case, imposing a fine of 5s. and costs.
314/26	Inspector W. Goodridge	Fred. Chaney ...	Agreement, No. 9 of 1924: Working in the bakehouse of E. G. Portwine between the hours of 8 p.m. and 10 p.m. on Friday, 28th May, 1926	Fined 10s. and costs	15-7-26	
315/26	Do.	Edwin G. Portwine	Agreement No. 9 of 1924: Employing Fred Chaney, between the hours of 8 p.m. and 10 p.m. on Friday, 28th May, 1926	Fined 5s. and costs ...	15-7-26	
342/26	Inspector C. J. Cooke	Spanney's, Ltd. ...	Agreement No. 34 of 1924: Employing Amy A. Trindall at less than the prescribed rates during week ending 9th January, 1926, and thereafter to the 10th July, 1926	Fined £1 and costs, and ordered to pay £32 5s. 6d., wages due	29-7-26	
343/26	Do.	do.	Agreement, No. 34 of 1924: Employing Eva V. Bell at less than the prescribed rates during period 24th June, 1926, to 5th July, 1926	Fined £1 and costs and ordered to pay £3 4s., wages due	29-7-26	
344/26	Do.	do.	Agreement, No. 34 of 1924: Employing Ruby Sexton at less than the prescribed rates during week ending 9th January, 1926, and thereafter to 27th March, 1926	Fined £1 and costs, and ordered to pay £10 4s. wages due	29-7-26	
345/26	Do.	Do.	Agreement, No. 34 of 1924: Employing Esther Shulman at less than the prescribed rates, during period 6th April, 1926, to 3rd July, 1926	Fined £1 and costs, and ordered to pay £2 11s. 4d., wages due	29-7-26	
346/26	Do.	do. ...	Agreement, No. 34 of 1924: Employing Myrtle R. Lynes at less than the prescribed rates during week ending 9th January, 1926, and thereafter to 3rd April, 1926	Fined £1 and costs, and ordered to pay £4 11s., wages due	29-7-26	
347/26	Do.	do.	Agreement No. 34 of 1924: Employing Hesther Seubert at less than the prescribed rates during week ending 9th January, 1926, and thereafter to 3rd July, 1926	Fined £1 and costs, and ordered to pay £5 12s. 6d., wages due	29-7-26	
348/26	Do.	do.	Agreement, No. 34 of 1924: Employing Enid Barry at less than the prescribed rates during week ending 9th January, 1926, and thereafter to 3rd July, 1926	Fined £1 and costs, and ordered to pay £8 5s., wages due	29-7-26	
349/26	Do.	do.	Agreement. No. 34 of 1924: Employing Edith Williams at less than the prescribed rates during period 18th February, 1926 to 3rd July, 1926	Fined £1 and costs, and ordered to pay £1 18s. 8d., wages due	29-7-26	
350/26	Do.	do.	Agreement No. 34 of 1924: Failing to make payment for overtime worked by Edith Williams on 15th, 22nd. 25th and 28th June, 1926	Fined £1 and costs, and ordered to pay 5s. 4d., wages due	29-7-26	
351/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment for overtime worked by Esther Shulman on 15th, 22nd, 25th, and 29th June, June, 1926	Fined £1 and costs, and ordered to pay 4s. 9d., wages due	29-7-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
352/26	Insp. C. J. Cooke ...	Spanney's Ltd. ...	Agreement, No. 34 of 1924: Failing to make payment for overtime worked by Enid Barry, on 21st, 22nd, 25th, 28th, and 29th June, 1926	Fined £1 and costs, and ordered to pay 9s., wages due	29-7-26	
353/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment for overtime worked by Hesther Seubert on 15th, 22nd, 25th, and 29th June, 1926	Fined £1 and costs, and ordered to pay 5s. 4d., wages due	29-7-26	
354/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment for overtime worked by Amy A. Trindall, on 18th and 29th June, 1926	Fined £1 and costs, and ordered to pay 8s. 9d., wages due	29-7-26	
355/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment in lieu of holidays accrued to Ruby Sexton, for period 21st December, 1925, to 27th March, 1926	Fined £1 and costs, and ordered to pay 6s. 9d., wages due	29-7-26	
356/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment in lieu of holidays accrued to Myrtle R. Lynes for period 15th December, 1925, to 3rd April, 1926	Fined £1 and costs, and ordered to pay 5s. 8d., wages due	29-7-26	
357/26	Do.	do.	Agreement, No. 34 of 1924: Failing to make payment in lieu of holidays accrued to Amy A. Trindall, for period 11th December, 1925, to 10th July, 1926	Fined £1 and costs, and ordered to pay £1 10s., wages due	29-7-26	
358/26	Do.	Do.	Agreement, No. 34 of 1924: Employing during period 6th April, 1926, to 3rd July, 1926, five junior female shop assistants to one senior female shop assistant, being in greater proportion than allowed by Agreement	Fined 1s. and costs ...	29-7-26	
360/26	Meat Industry Employees' Union Industrial Union of Workers, Perth — West Australian Branch, Australasian	W. J. Tomlinson ...	Award, No. 14 of 1922: Employing A. Cropper as an Order Cart Hand (cutting orders) at less than the prescribed rates	... ...	...	Withdrawn at hearing, 13-8-26.
361/26	Do.	R. Griffiths ...	Award, No 14 of 1922: Employing A. Cropper as first shopman at less than the prescribed rates	Fined 1s. and costs	...	
302/26	Musicians' Industrial Union of Workers, Perth—The Western Australian	Charles Sheridan ...	Agreement, No. 12 of 1926: Failing to pay T. Bruning, T. Crook, E. Caro, J. Walters and I. H. Walters prescribed rate of wages	Fined 1s. and costs ...	15-7-26	
303/26	Do.	do.	Agreement, No. 12 of 1926: Failing to pay T. Bruning, T. Crook, E. Caro, I. Walters and T. H. Walters on completion of their engagement on 9th February, 1926	... ...	...	Withdrawn at hearing, 15-7-26
339/26	Painters' and Decorators' Industrial Union of Workers, Perth—The Operative	Elder, Smith & Co., Ltd.	Award, No. 4 of 1924: Failing to pay a painter, Knowles, prescribed rate of wages for week ending 15th July, 1926	Fined 1s. and costs ...	13-8-26	For decision, *see* page 211.
340/26	Do.	do.	Award, No. 4 of 1924: Failing to keep a record of the hours worked by a painter Knowles, for week ending 15th July, 1926	Dismissed—no order as to costs	13-8-26	For decision, *see* page 211.

Before H. D. Moseley, Esq., Industrial Magistrate, Northam.

378/26	Australian Workers' Union, Westralian Branch Pastoral and Agricultural Industrial Union of Workers, Perth	Hubert Stephen Beard	Award No. 3 of 1925: Refusing to pay on the 21st July, 1926, part of the wages due to various employees, when required so to do	Fined £1 and costs, 10s. 6d., and ordered to pay £9, wages due	23-8-26	
379/26	Do.	William Veal ...	Award, No. 3 of 1925: Failing to give Edward Pritchard the requisite two days' notice and refusing to pay him two days' wages in lieu of notice on the 29th May, 1926	Fined 5s. and costs, 2s. 6d., and ordered to pay £1 9s. 6d., wages due	23-8-26	
394/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	J. A. Jeffery ...	Agreement No. 64 of 1925: Failing to keep a record book from the 13th April, 1926, to 7th June, 1926	Fined 10s. and costs, £1 3s. 6d. (to include costs on Applications Nos. 395, 397/1926)	13-9-26	
395/26	Do.	do.	Agreement, No. 64 of 1925: Employing E. V. Grey as a Motor Mechanic, at less than the prescribed rates during period ending 23rd April, 1926	Fined 5s. and costs, and ordered to pay 5s. 4d. wages due, (For order as to costs, *see* Application 394/26)	13-9-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
396/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	J. A. Jeffrey ...	Agreement, No. 64 of 1925: Employing E. V. Grey as a Motor Mechanic at less than the prescribed rates during period ending 30th April, 1926	Fined 5s. and costs, and ordered to pay 5s. 4d., wages due. (For order as to costs, *see* Application 394/26)	13-9-26	
397/26	Do.	do.	Agreement, No. 64 of 1925: Employing E. V. Grey as a Motor Mechanic at less than the prescribed rates during period ending 7th May, 1926	Fined 5s. and costs, and ordered to pay 5s. 4d., wages due. (For order as to costs, *see* Application 394/26)	13-9-26	
398/26	Do.	W. Parker & Son ...	Agreement, No. 64 of 1925: Employing L. E. Wake as a Motor Mechanic at less than the prescribed rates during period ending 24th April, 1926	Fined £21 and costs, 11s., and ordered to pay 15s. 4d., wages due	13-9-26	
410/26	Do.	H. & H. Withnell...	Agreement, No. 64 of 1925: Employing S. Carrol as a Blacksmith, at less than the prescribed rates during week ending 7th August, 1926	Dismissed with costs, 15s.	13-9-26	
	Before J. E. Geary, Esq., Industrial Magistrate, Kalgoorlie.					
414/26	Australian Workers' Union—Westralian Goldfields Mining Branch Industrial Union of Workers	The Sons of Gwalia, Ltd.	Agreement No. 30 of 1925: Failing to pay Arthur Smith prescribed rate of holiday pay	Fined £1, and ordered to pay 16s., wages due. (No order as to costs)	21-9-26	

COMPLAINTS CHARGING OFFENCE AGAINST THE ACT OR REGULATIONS.

The Industrial Magistrate, Perth, during the Quarter ending 30th September, 1926, dealt with the undermentioned Complaints charging offence against the Act or Regulations. The decisions of the Magistrate are briefly stated, but any case involving points of particular importance are fully reported.

Before: H. J. Craig, Esq., Industrial Magistrate, Perth.

App. No.	Complainant.	Defendant.	Charge.	Decision.	Remarks.
359/26	Inspector C. J. Cooke ...	Spanney's, Ltd. ...	Dismissing Amy A. Trindall contrary to Section 132 of the Act, and attempting to induce her to contract to repay any moneys recovered by her in any proceedings under the Act	Case dismissed—no order as to costs	
391/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	Hadfield's Australia, Ltd.	Dismissing John Soulsby, by reason of the fact that he was entitled to the benefits of Award No. 10 of 1923, contrary to Section 132 of the Act	Case dismissed—no order as to costs	

APPLICATIONS FOR ENFORCEMENT.

(Industrial Agreement No. 38 of 1925.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.
No. 201 of 1926. File 3013.

Charge: Employing J .Lawson and others in excess of the prescribed limit of twelve hours during the week ending 19th January, 1926, and during other specified periods.

Metropolitan Superphosphate and Chemical Works Industrial Union of Workers
v.
Cuming Smith and Company Proprietary, Limited.

14th July, 1926.
Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. W. D. Johnson appeared for the complainant Union.
Mr. F. S. Andrews appeared for the Respondent.

26th July, 1926.
Reserved Decision.

The PRESIDENT: This is an application for enforcement of Industrial Agreement No. 38/1925 made by the Metropolitan Superphosphate and Chemical Workers' Industrial Union of Workers against Cuming Smith's Proprietary, Ltd. The complaint is that they employed workers as per list attached in excess of the prescribed limit of 12 hours during the weeks as particularised in the list. Clause 5 of the Agreement is the clause involved dealing with overtime generally, and it contains in the third paragraph the following phrase, "Overtime shall be limited to 12 hours in any one week unless the overtime is necessitated through a breakdown in the plant." Now, the men mentioned in the schedule attached to the summons worked, it is admitted, for more than the prescribed period of 12 hours, and the question put to the Court was whether, in the circumstances, a breach of the Agreement had been committed.

The question raised in this case is one of considerable importance, as it may involve not only this Agreement but many others now in force or hereafter to be made. The question is, what is the meaning of the word "overtime" in the following phrase which occurs in Clause 5 of the Agreement: "Overtime shall be limited to 12 hours in any one week." The meaning given to the word "overtime" in the new Oxford dictionary is as follows: "Time during which one works over and above the regular hours; extra time." Overtime, in my opinion, means what the literal interpretation of the word would lead us to believe, viz., time worked in any one week in excess of ordinary working

hours. Thus, if there is a regular time for beginning work and for leaving off work, any time worked prior to the former or subsequent to the latter would be overtime. If a certain definite number of hours (*e.g.*, 48 or 44 hours in the ordinary week or 44 or 32 where holiday occurred) comprised a week's work, any hours in excess of these constitute overtime. Again, if it is an established practice to finish work for the week at midday on Saturday, any time worked after that hour would be overtime. Again, if a holiday occurs in the week (and the word "holiday" necessarily implies a day on which work is not ordinarily done) then if any work is done on such a day, it also constitutes overtime. Then again, in any week, since it is not usual or customary except in cases of continuous shifts to work on Sundays, any time worked on a Sunday would necessarily also be overtime within the meaning of the definition.

Where men work continuous shifts which condition necessitates that in the ordinary and regular course of their work they have to work on certain Saturdays and also on certain Sundays, work done by such men in the ordinary course of their continuous shift on Saturday or Sunday would not count as overtime. But, when outside the ordinary course of their work they do work, whether it is on a Saturday or Sunday or before their scheduled time of starting, or after the time of finishing, then all such work is overtime.

The foregoing has nothing whatsoever to do with rates of pay. Rates of pay for any particular class of overtime may be various. The rate may vary according to the number of hours worked in any one day, or according to the number of hours worked when totalled up at the end of the week, or it may vary accordingly as the overtime is worked, on a Saturday, or a Sunday or a holiday. We are not now concerned with rates of pay, but simply with the statement as to what is meant by "overtime."

It has been mentioned that the word "overtime" has obtained a narrow and technical meaning in connection with industrial matters and in awards and agreements. I can find no evidence of such, and unless there is evidence forthcoming of such narrow and technical meaning, either by customary construction or by the context of the Agreement or Award itself, then such technical meaning cannot be given to the term. This is, of course, only following out the usual method of construing documents.

Where it is necessary to depart from what I consider to be the natural and ordinary meaning of "overtime" such can be given effect to by an appropriate definition or an express condition in the award or agreement.

In the present instance it seems to me, after perusal of this agreement, so far as the point in issue is concerned, it was intended first of all to divide the workers into two classes, which I may term ordinary workers and shiftmen. The latter would in the ordinary course of their work, at regular intervals, work on Saturdays and Sundays. In all cases it seems to me it was intended to put a limit to the number of hours which either the ordinary worker or the shift workers could work as overtime in any one week. The object of this was, of course, to ensure the occupation being kept as healthy as possible, considering its peculiar nature, and secondly to ensure that all workers whether ordinary or shift workers received their due share of holiday rest. Consequently, the agreement placed the limit of 12 hours in any one week, and this limit of 12 hours applies equally to the ordinary workers and the shift workers.

Unless we so construe this agreement we are faced with this anomaly that the ordinary worker could be worked all day whenever a holiday occurred and on every Saturday and Sunday, and the 12-hour limit would not apply. It may be said that the extra pay would be sufficient to ensure his protection, but if that were so there would be no necessity to insert any limit at all. We would also have this further anomaly, that while ordinary workers would work no overtime on holidays, Saturdays or Sundays, the shift worker could do so, thus having two different principles applying to the same industry on the same subject matter, a most undesirable position to arrive at if it could possibly be avoided.

Mr. SOMERVILLE: I agree with the decision and also with the remarks of His Honour as to the use of the word "overtime" and its generally accepted meaning. I have been familiar with the term since my apprentice days, also during many years as an active trade unionist, and also since I have been a member of this Court, and until this case arose I had never heard anyone dissent from the proposition that Sunday time was overtime. In the mining industry the experience with overtime is, compared with other industries, quite recent. The award of 1921 was the first for miners made by the W.A. Court which contained any provision for overtime, yet in it as in the Federal award, which preceded it, known as the Edna May Award, Sunday work is clearly and definitely included under the heading "overtime."

Not that I have any doubts on the question, but as a matter of curiosity I had a look at the earliest determinations in our records, and in the first award signed by Sir Edward Stone in 1902, work on Sundays and on certain specified holidays is overtime. The practice has never varied since that time. The strange new reading suggested is obviously due to a not unnatural desire to stretch a clearly worded clause which in practice is held to be too restrictive.

Mr. BLOXSOME: I do not agree with the decision in so far as the definition of overtime is concerned. It is clear to me that the agreement now under consideration intended that the overtime limit should apply to the ordinary working week, Monday to Saturday, and does not include Sunday time. That is quite clear to me in that the Sunday time is provided for otherwise, and is at a different rate of pay to the ordinary overtime. If they were the same thing it would be curious that they should have different rates of pay. Also, certain specified holidays have certain rates of pay and they vary according to the class of holidays. I do not think it was ever intended that the word "overtime" should include work on Sundays and on holidays. In general I agree with the dictionary meaning, that it means: "Time during which one works over and above the regular hours; extra time." That extra time is on each day by itself. The decision of the Court now given, which includes all Sunday time as overtime will, I think, cause considerable disruption and an anomaly in the working of many awards now in existence. I think it is necessary for the employers and the unions also to take very careful consideration of this decision, and to see how it affects existing awards, and to provide that there should be a distinction between Sunday work and overtime in future awards and agreements.

The PRESIDENT: This case was a test case, and I think there was a genuine attempt by means of these proceedings to have the position clarified. Is that so?

Mr. ANDREWS: Yes.

The PRESIDENT: In view of the circumstances, we will treat this practically as an application for interpretation and will inflict only a nominal fine of 1s., with costs.

(Industrial Agreement No. 64 of 1925.)

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 288 of 1926. File 3102.

Charge: Employing Harold F. Dovey on the work of a Motor Mechanic from the 13th day of April to the 5th June, 1926, both dates inclusive, and did not pay him the rate prescribed by Agreement No. 64 of 1925.

Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers
v.
T. C. Humphrey, York.

4th August, 1926.
Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Mr. W. H. Dunphy appeared for the complainant.
Mr. H. B. Jackson appeared for the defendant.

12th August.
Reserved Decision.

The PRESIDENT: This is an application for the enforcement of agreement dated the 21st November, 1925, and, by order of the Court, made a common rule on the 13th April, 1926. The summons is issued against T. C. Humphrey of York, Motor Garage Proprietor, and reads as follows:—

"That he (Humphrey) employed Harold F. Dovey on the work of a motor mechanic from the 13th day of April to the 5th day of June, 1926, both dates inclusive, and did not pay him the rate prescribed in the said agreement, and the amount of retrospective pay claimed is £10 19s., made up as follows: 2 weeks and 4 days at £1 5s. 4d. per week equals £3 7s. 6d. and 5 weeks and one day at £1 9s. 4d. per week equals £7 11s. 6d."

Before I proceed further I desire to call the attention of the parties to the fact that there is quite a number of weeks included in this complaint; there are two weeks and four days and five weeks and one day, which is practically eight weeks. Assuming an award or an agreement prescribes a certain rate per week and that less than that amount is paid for one week, then the parties are entitled to apply to the Court for an application for enforcement in respect of that week, and so on in respect of each week in which the amount that should have been paid has not been paid. This case groups eight weeks together. No objection has been taken to the form of the summons, but I simply draw the attention of the parties to the fact that it is competent in these cases for an application for enforcement to be issued in respect of each week. A good deal of trouble in connection with a certain clause to which I shall refer later has been caused owing to the weeks being lumped together; and the consequent order of the Court, amounting to what appears at first glance a terrific amount, would be a very small amount if an individual week were taken into consideration. Use has been made of grouping weeks together in a way which I consider was never contemplated when the amending Act was passed.

This application or summons raises a question that is familiar in this Court, namely, the extent to which the word "industry" goes in the construction of an award or industrial agreement, made a common rule under the provisions of Section 40 of the Act. The common rule when made binds all employers and workers, whether members of an industrial union or association or not, engaged at any time during its currency in any such industry within the locality specified in the agreement. It is necessary to ascertain when a summons of this kind is issued what is the meaning of "industry" as contained in Section 40 of the Act and as enlightened by the definition of "industry" contained in Section 4 of the Act.

It has been said on many occasions here that it is a great hardship for persons not immediately mentioned in an award or in an agreement to be bound by the terms of an award or an agreement; and particularly has it been urged where craft unions are concerned, such, for instance, as carpenters, painters, and engineers, that persons who are not actually named in an award, but who employ members of the craft union who may be seeking the award, should be held to be bound by its terms.

I have gone to a little trouble to make investigations on the score of the hardship which has been alleged so often to see what has happened elsewhere. I looked up what occurred in New South Wales during the early years of arbitration there, when the Act under which they worked in New South Wales was similar in principle in some respects to the Act under which we have been working all along in Western Australia. There were minor differences. For instance, an award when made there had also by an additional order, after it was actually made, to be made a common rule; and an agreement there between the parties had to be made an award of the Court, and then by a subsequent order made a common rule. But for the purpose of the point I intend to make here, the principle guiding both Courts should, I think, be similar.

I found there were many instanes where awards had been made for craft unions and where they had made agreements which were held to bind private persons not mentioned at all in the reference to the Court, and not even coming within the purview of the Court. If no hardship was occasioned in a place like Sydney, with all its big business ramifications and the immense number of private persons there that had to employ members of craft unions, in a smaller place like this there should be much less reason for any objection.

To give an illustration which will bring home this point more clearly, I find in the New South Wales Arbitration Reports, Volume 5, 1906, page 86, an award of the Court of Arbitration made a common rule. The order making the common rule reads as follows:—

"This Court doth order that the terms and conditions of employment set out in the award of this Court made in the above-mentioned dispute, dated the 5th day of December, 1905, shall be the common rule of the industry of building, and shall be binding upon all master builders and other persons engaged in the industry of building, and all persons employing carpenters and joiners, and upon all journeymen carpenters and joiners within the area comprised in the following boundaries . . . ."

The reference in that case was between the Amalgamated Society of Carpenters and Joiners, Australian District, Industrial Union of Employees, Claimant, and James Porter and Sam Green (trading as Porter and Green), of Surrey Hills, Respondents. The award was made in respect of the application of the union against one firm. That award was made a common rule (and I have read the terms of the common rule) binding upon all master builders, the persons engaged in the industry of building, and all private persons employing carpenters and joiners.

A similar order was made in the pastoralists' case that followed shortly afterwards, but those two cases—the carpenters and the pastoralists—are not isolated instances. In several other cases similar orders were made. In connection with the carpenters' award to which I have referred, you will notice that the Commissioner of Railways is not specifically mentioned. He was subsequently sued in respect of a breach for not paying some of his carpenters the rates prescribed; and the President of the Court, in delivering judgment, says (*inter alia*):—(I may say that the Commissioner was sued in 1908, a couple of years afterwards.)

"But where a large employer, a large and important corporation such as the Chief Commissioner of Railways, has been omitted . . . ."

I might mention that when making the award a common rule notice must be given by advertisement or otherwise to the persons who are likely to be bound by it.

" . . . . I think the reason of the omission becomes material; but assuming that the omission was inadvertent, or an act of forgetfulness on the part of the person entrusted with the duty of serving the notice, then I think that the person so omitted to be served would, nevertheless, be bound by the common rule, and it would rest with him to come to the court on an application for a penalty and show the circumstances in mitigation of the penalty, or to be relieved altogether from the common rule. Assuming here that this was an inadvertence, and I suppose in all probability it was so, I am told that Mr. Beeby was entrusted with the duty of sending out the notices, probably I should think the Commissioner for Railways did not occur to Mr. Beeby. Of course, it may be that he did think of the Commissioner and deliberately left him out; that would make a difference I think. Assuming, however, that it was inadvertent, then I think the Commissioner, in common with all other employers, is brought in. It must have happened oftentimes that some employer is inadvertently omitted, nevertheless, I think he is bound by the common rule. The mere fact that the Commissioner is a very large employer of labour I think makes no difference on the question of law whether the common rule applies to him."

That is sufficient to illustrate that in any place where an award has been made a common rule, even before the word "industry" was given the extended meaning, which has been given to it by legislation since the well known decision in the Engine-drivers' case, it was held that a private individual would be bound to comply with the terms of an award when he employed a member of a craft union. Now, it seems to me that whatever doubt the Engine-drivers' decision in the Federal Court might have raised with regard to the obligation of a person who employs a member of a craft union to pay him the rates prescribed by an award or agreement, there can be no doubt now since the meaning of the word "industry" has been extended so as to include not alone the collective industry of the employer and employee, but also the industry or calling of the worker.

After the Engineers' case, the definition of "industry" was amended to read as follows:—

"'Industry' includes (that means in addition to anything else which it may mean, taken in its ordinary signification):

(a) Any business, trade, manufacture, handicraft, undertaking or calling of employers on land or water;

(b) Any calling, service, employment, handicraft, or industrial occupation or vocation of workers on land and water; and

(c) A branch of an industry or a group of industries."

You will notice that the word "and" is used, not "or." It is not dejunctive. It includes all those things. Consequently, an extended meaning was given to the word so as to make membership of a craft union an industry for the purposes of the Act, and if for the purposes of the Act, for the purposes of all awards and agreements made in accordance with the provisions of the Act. There is nothing in the language of that section to indicate that the meaning of the word "industry" was extended merely for the purpose of allowing the registration of craft unions, as has been suggested in this Court. If so, one would have looked for language like this: "For the purpose of registration of unions the word 'industry' shall be held to mean or include such and such a thing." But no such limitation appears in the Act, and we have to give effect to the words of the section of the Act as passed and printed in its complete form by the Legislature.

Turning now to the particular facts in this case, an agreement was made on the 21st November, 1925, between the Sawmillers' Association of W.A.; Bunning Bros., Ltd.; Kauri Timber Company, Limited, and Millars' Timber and Trading Company, Limited (referred to as "the employers" in the agreement), of the one part, and the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers (referred to as "the Association"), of the other part. When we look at that agreement we find here that there were certainly a lot of persons who may be said to belong to the sawmilling industry on the one part, and on the other part there was a craft union of engineers. It was said because of that that this agreement was only intended to apply to engineers when engaged in the sawmilling industry. But, there is a such limitation anywhere in the agreement, and as a matter of fact when we look at clause 7 of the agreement it would be hard to come to the conclusion that it was only intended to bind sawmillers and nobody else. Clause 7 gives the callings of the various workers in the engineering craft, and it says "fitter, turner, coppersmith, shaper, motor mechanic, universal milling machinist, brass finisher, planer, slotter and borer, milling machinist, radial driller, driller using cutter bar, lapper or grinder using same percision tools as fitter or turner, electrical furnaceman, blacksmith and electrical fitter." It goes on, "Electrical wiremen and linesmen and iron furnacemen." It would be hard to see what these electrical wiremen and linesmen would have to do with the sawmilling industry as a distinctive industry, and viewing the agreement itself and its whole contents, it appears to me it was intended to go further than the sawmilling industry.

After the agreement was signed by the parties an application was made to have it made a common rule. I want to draw particular attention to that application for this reason, that the application which was made by the union is as follows: "That the industrial agreement dated 21st November, 1925, and its amendments dated 30th January, 1926, shall have the effect of an award of the Court and be a common rule of the engineering industry in the South-West Land Division (excluding certain areas) in the engineering industry as applied to sawmilling." Not "sawmilling industry" but "engineering industry." Wider words could not have been used. That application was published in the newspaper, in the "West Australian" and also in the "South Western Times" and again we find in these advertisements which gives notice to all the parties concerned, or who may be bound, and the Act provides that that shall be the means of notification, we find again the phrase is used "Engineering industry," not the restrictive or narrow sort of engineering as applied to sawmills. An order was made in pursuance of the application and the advertisements that these agreements should have the effect of an award and be a common rule of the industry to which they relate, and the industry to which they relate is undoubtedly the engineering industry which was making the application, and which subsequently notice was given in the public Press.

It seems to me to be clear, therefore, that apart from the general application of the section of the Act, and the word "industry" in it, in this particular case there can be no doubt that it was intended the common rule should bind everybody employing engineers to do engineers' work as laid down in the agreement.

I am therefore of the opinion that a breach of the award has been committed in this case. I will deal later on with the question of a penalty.

Mr. SOMERVILLE: I agree with the decision.

Mr. BLOXSOME: The question to be decided in this case is "What is the industry covered by the agreement between the Sawmillers and the Amalgamated Society of Engineers which the Court has ordered to be made a common rule." It is clear to me that the agreement is in connection with the employment of engineers in the sawmilling industry, and, therefore, when the Court ordered the agreement to be made a common rule under Section 40 of the Act, the Court, in accordance with the language used in that section, made it a common rule in the industry to which it relates, which is all the Act gives the Court power to do. In my opinion the industry to which the agreement relates is what may be called the collective enterprise of the engineers as workers on the one hand and the sawmillers as employers, on the other, and the agreement does not apply to the vocation of the workers as engineers when employed outside the industry of sawmilling.

Therefore I am of the opinion that Humphrey, the defendant in this case, who is the proprietor of a garage in York, and is in no way connected with the sawmilling industry, is not bound by the agreement made between the Amalgamated Society of Engineers and the Proprietors of saw mills, which the Court made a common rule in the industry to which it relates over the area of the South West, and consequently I do not agree with the decision of my colleagues.

The PRESIDENT: On the question of penalty in this case, I have not looked upon this as an ordinary application for enforcement, but rather as a means that the parties have adopted for the purpose of having clearly laid down to them what are their duties under the agreement that has been made a common rule. In other words, they have sought from this Court an interpretation of the order as regards the persons upon which this common rule is binding. In this, as in other cases, where an interpretation is sought for the purpose of parties being represented by counsel, it has been necessary to make an application by way of a summons for enforcement of the award, and the penalty which will be inflicted in this case must not be taken as expressing the opinion of the Court as to what should happen in the ordinary case of a breach of an award of agreement. In any subsequent case that may come along the penalty now inflicted must be looked upon as nominal, as it will be. Hereafter, now that the Court has pronounced its decision as to the common rule in the industry, any breach of it will be treated as a serious matter. The penalty——

Mr. MOSS: I appear for the defendant and before you mention the amount of the fine should like to be heard. In view of Section 106, taken in conjunction with Section 97, Subsection (5), I would ask that the fine you inflict be not less than £10. Your Honour is treating this as an application for interpretation and we desire to carry it further. We would like the fine to be sufficient to enable us to do so. Failing that you will understand the position in the light of the recent Full Court cases, and we will be faced with the regrettable necessity of having to commit more offences in which a larger fine would be imposed. I mention the sum of £10, as that taken in conjunction with the £10 19s., the amount of the application, would make the necessary £20.

The PRESIDENT: Have you anuything to say, Mr. Dunphy?

Mr. DUNPHY: I strongly oppose the application, especially in the way it is put, that if it is not made £20 the respondents in this case and other respondents will continue committing breaches of the Act.

Mr. MOSS: Which we have no desire to do.

The PRESIDENT: You merely suggest that as these proceedings came here for enforcement you will have to do other wrongful acts to bring about an appeal, purely with the object of testing your rights somewhere else.

Mr. MOSS: Yes.

Mr. DUNPHY: I want to point out that the provisions in connection with appeals under this Act are rather peculiar. The only party who can benefit is the employer. I cannot see how the union can have any right of appeal at all as the right is where a fine of £20 is inflicted. In any of these cases, no matter what the union may think of the decision, they have no right of appeal as no fine is inflicted. But where there is a breach, including wages, then the employer by getting the fine increased has the right of appeal which the union is deprived of, and I do not see what reason there is for granting the employer a concession which the employee is not allowed. In any case I would submit that this Court most be satisfied with its own decision, and I fail to see why a disgruntled applicant should be granted a concession like this in order to enable him to go to another court.

In this case, as Your Honour pointed out, the amount of £10 19s. is made up of eight weeks. I have advised the union in future to only go for one week, and then the amount of wages would be £1 5s. 4d. and this Court would have to be asked to increase that by an amount of £18 14s. 8d. to enable an appeal to be made. I ask the Court not to allow itself to be made a tool of to enable this matter to be taken further. My main point is that this appeal clause, in the way it is drafted, gives the employer a right of appeal which the union has not got, or the employee.

Mr MOSS: I submit that such a suggestion as my friend's would interfere with the ordinary right of appeal. It is within the discretion of this Court to inflict a fine and that should be sufficient to enable us to appeal if it is our express intention to do so. With regard to the right of appeal being only in favour of an employer, an analogy to that can be found in the ordinary Criminal Appeal. The Crown does not appeal.

Mr. DUNPHY: They have the right to.

The PRESIDENT: It seems to me that owing to a mistake of the draughtsman in Section 97, Subsection (5) a wrong use has been made of the provisions of the Act. The subsection reads, "The Court may, in addition to imposing a penalty for breach of an award . . . ." As I pointed out here every single week constitutes a breach; the section goes on, ". . . . order that any party liable shall pay to any worker the difference between the amount paid and that which should have been paid under the award . . ."; so far everything is all right; it goes on, ". . . . . and the penalty imposed shal be deemed to be increased by the amount so ordered to be paid, and such amount may be recovered accordingly." That section was taken without modification, word for word, from the South Australian Act, and in South Australia there is no appeal from the decision of the Arbitration Court, consequently it was taken from an Act in which one set of conditions obtain, and placed in this Act in which a totally different set of conditions obtain without regard to the consequences. Then we come to Section 106, under which an appeal in certain cases may be had from this Court, "Provided that when any person has been convicted by the Court . . . ." I draw particular attention to the words "by the Court"; it goes on, ". . . . of any offence, or of the breach of any industrial award or agreement, and (a) a term of imprisonment is imposed on him without the option of a fine, or (b) a fine or penalty is imposed on him exceeding £20; he may, in the prescribed manner, appeal to the Court of Criminal Appeal constituted under the Criminal Code against the conviction. . . . . ." We have a provision here that in certain circumstances where a person has been convicted by the Court, an appeal will lie. What does "the Court" mean? The Court of Industrial Arbitration, constituted by its three members as at present sitting and adjudicating. But when you come to Section 101 we find that the powers and jurisdiction of the Court under the sections dealing with the enforcement

of awards and agreements are conferred on an industrial magistrate. But an industrial magistrate does not constitute the Court, and if an industrial magistrate does not constitute the Court, I say if he does not, it seems to me to be putting it very mildly to say that there is a big element of doubt as to whether there is any appeal from him, whilst Section 106 gives undoubtedly the right of appeal from the Court. So you can see the chaotic condition under which we are placed.

With regard to increasing the penalty, in my opinion, the Court would stultify itself if it awarded other than what it considers the penalty to fit the offence, and the circumstances before it. The circumstances of the particular case and no other will be taken to be my guide in fixing a penalty. In this case I intended awarding purely a nominal penalty and that will be 1s. and costs to be taxed by the Taxing Officer of the Court. If there is another offence it will be a matter to be taken into consideration by the Industrial Magistrate before whom it will be brought, in all probability, in fixing his penalty. This Court has nothing to do with that.

Mr. SOMERVILLE: In view of the Judge's explanation as to the reasons for fixing the small penalty of 1s., I agree with him, and also on the question of increasing the penalty to make an appeal possible. Apart from the wording of the sections he has quoted, in my opinion, to do so would be contrary to the spirit and intention of the Arbitration Act. On a previous occasion when such an application was made, I expressed the view that it was entirely wrong to throw on one party the legal expense of defending an action, and that the Court was satisfied that an offence had been committed and with the penalty it had inflicted. Increasing the penalty would only lead to litigation, and would take from an Industrial Court a purely industrial matter and transfer it to a court of law. That would be contrary to the intention of the Legislature.

Mr. BLOXSOME: I agree that the fine of 1s. is a fitting fine in the circumstances of this case. It is only a question of interpretation. I regret that my colleagues do not see that it is wise that the fine should be increased in order to allow an appeal to be made to a higher court. I think it is unwise, and it drives the employers in case they wish to appeal to a higher court into the position of again committing the offence, and that is not a desirable position. I think it would have been wise for the Court to increase the fine as asked, for in order that an appeal might be made.

Mr. DUNPHY: I ask that the fine of 1s. be increased by £10 19s., the amount of the wages.

The PRESIDENT: The order will be in accordance with Subsection (5) of Section 97, and under the provisions of that section for payment of the amount mentioned in the summons, £10 19s.

Order accordingly.

CARTERS AND DRIVERS—METROPOLITAN.

(Registered 5th July, 1926.)

No. 21 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1924," this second day of June, One thousand nine hundred and twenty-six, between J. H. Moullin and Company, Limited, Harris, Scarfe & Sandovers, Limited, Foy & Gibson Proprietary, Limited, Elder, Smith & Company, Limited, Western Ice Company (1919), Limited, Boans, Limited, McFarlane & Company, Limited, Perth and Suburban Firewood Merchants' Union of Employers, and Fremantle Master Carriers' Union of Employers (hereinafter called "the Employers"), of the one part, and the West Australian Carters and Drivers' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the other part: Whereas by an Agreement made in pursuance of the said Act between the Employers of the one part and the Union of the other part, bearing date the twenty-first day of April, One thousand nine hundred and twenty-five, and registered in the Court of Arbitration on the ninth day of May, One thousand nine hundred and twenty-five, and numbered 27/1925, the rates of wages and other the terms and conditions of employment of certain workers employed by the Employers were provided for; and whereas by Clause 14 of the said recited Agreement provision was made for the keeping of a Time and Wages Book; and whereas it has been mutually agreed by and between the Employers and the Union that such clause shall be deleted from the said Agreement and the clause hereinafter mentioned substituted therefor:

Now this Agreement witnesseth, that in consideration of the premises the parties hereto mutually covenant and agree, the one with the other, as follows:—

1. From and after the date hereof Clause 14 of the said recited Agreement shall be deemed to be deleted therefrom and the following clause inserted in lieu thereof:

> "14. *Time and Wages Book.*—Each employer shall provide a Time and Wages Book, to be kept in a place where it is easily accessible to both the employer and the worker. Such book shall show the name of the worker, the time he starts and finishes work each day, the number of hours worked by and the wages and overtime paid to each worker, and his signature for the same. The employer and the worker shall be jointly responsible for the proper posting of such book daily. Such book shall be open on one day in each week, during working hours, to inspection by the Secretary of the Union or any other person authorised in writing by him."

2. Subject to these presents (which are intended to be supplemental to and read as one therewith), the said recited Agreement and the provisions, conditions, and stipulations therein contained shall continue and remain in full force and effect and be otherwise unaffected thereby.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of J. H. Moullin & Company, Limited, in the presence of—
T. Forristal.

C. H. E. MANNING.

Signed for and on behalf of Harris, Scarfe & Sandovers, Limited, in the presence of—
T. Forristal.

A. ERIC SANDOVER,
Director.

Signed for and on behalf of Foy & Gibson Proprietary, Limited, in the presence of—
T. Forristal.

J. CONOCHIE,
Manager.

Signed for and on behalf of Elder, Smith & Company, Limited, in the presence of—
H. J. Foreman.

H. V. FRY.

Signed for and on behalf of Western Ice Company (W.A.), Limited, in the presence of—
T. Forristal.

E. L. NEVILLE,
Secretary and Manager.

Signed for and on behalf of Boans, Limited, in the presence of—
D. H. Richardson.

H. J. DAVENPORT.

Signed for and on behalf of McFarlane & Company, Limited, in the presence of—
Robt. T. Hyland.

JAS. McFARLANE.

The Common Seal of Perth and Suburban Firewood Merchants' Union of Employers was hereunto affixed, in the presence of—
D. F. Courtt.

[L.S.]

JAS. E. CLAYTON, President.

D. MEAD, Secretary.

The Common Seal of Fremantle Master Carriers' Union of Employers was hereunto affixed in the presence of—
P. J. Holmes.

[L.S.]

E. BASTIN, Secretary.

A. CHATE, President.

The Common Seal of the West Australian Carters and Drivers' Industrial Union of Workers (Perth), was hereunto affixed in the presence of—
C. J. Hawkins.

[L.S.]

JAMES HOFFMAN, President.

O. E. NILSSON, Secretary.

MOTOR CARRYING (PASSENGER)—SOUTH-WEST LAND DIVISION.

(Registered 5th July, 1926.)

No. 22 of 1926.

THIS Agreement, made pursuant to "The Industrial Arbitration Act, 1912-1925," this second day of June, One thousand nine hundred and twenty-six, between The Violet Motors, Limited; The Red Reo Char-a-banc Service, Limited; C. H. Spicer and George David, trading as "The Blue Bird Motor Service," and E. A. Spalding and R. E. Roe, trading as "Spalding Motors" (hereinafter called "the Employers"), of the one part, and the West Australian Carters and Drivers' Industrial Union of Workers (Perth) (hereinafter called "the Union"), of the other part; whereas by an Agreement bearing date the third day of December, One thousand nine hundred and twenty-five, made between the parties hereto, and made pursuant to and registered under the provisions of the said Act, and numbered 65 of 1925, the terms and conditions of employment of and the rates of wage to be paid to persons of the age of twenty years and over employed in or in connection with the conveyance of persons and/or passengers by road were agreed upon; and whereas the said Agreement does not contain provision for the employment of general night workers without payment of overtime; and whereas it has been agreed between the parties that any Employer shall be entitled to employ without payment of overtime one such worker, for the purpose of remaining upon the premises of the Employer and answering any calls for the hire of taxi-cars and generally performing such duties as the Employer shall prescribe; and whereas, in pursuance of such Agreement, it has been mutually agreed between the parties that the said recited Agreement of the third day of December, One thousand nine hundred and twenty-five, shall be varied in manner hereinafter appearing: Now this Agreement witnesseth, that in consideration of the premises the parties hereto mutually covenant and agree the one with the other as follows:—

1. From and after the date hereof the following subclause shall be deemed to be added to and included in the said recited Agreement of the third day of December, One thousand nine hundred and twenty-five, namely:—

> 5. (c) Notwithstanding anything herein otherwise contained, an Employer shall be entitled to employ without payment of overtime one worker in the capacity of a general night worker. The duties of such worker shall consist of remaining upon the premises of the Employer and of answering and attending calls for taxi-car hire, and generally in performing such duties during such hours (subject as hereinafter provided) as the Employer may prescribe. The preceding provisions of this clause and the provisions of Clauses 3, 6, and 7 hereof shall not apply to such workers. The hours of such workers shall be 112 per fortnight or 61 per week or 10 per day, and they shall be paid a minimum weekly wage of Four pounds seventeen shillings and sixpence. For all time worked in excess of such hours such workers shall be paid overtime at the rate of time and a half, and for the purpose of calculating such overtime rate the working hours shall be deemed to be 48 per week.

2. Subject to these presents (which are intended to be supplemental to and read as one therewith) the said recited Agreement, and the provisions, conditions, and stipulations thereof, shall continue and remain in full force and effect and be otherwise unaffected hereby.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of The Violet Motors, Limited, in the presence of,—
H. S. Barnaby Thomas.

JAS. C. IRVINE.

Signed for and on behalf of The Red Reo Char-a-bane Service, Limited, in the presence of,—
Jas. C. Irvine.

E. W. ADAMS, Director.

Signed for and on behalf of C. H. Spicer, in the presence of,—
T. Forristal.

C. SPICER.

Signed for and on behalf of George David, in the presence of,—
T. Forristal.

C. SPICER, *for* Geo. David.

Signed for and on behalf of E. A. Spalding, in the presence of,—
F. Nothnagel,
12 King St., Perth.

E. A. SPALDING.

Signed for and on behalf of R. E. Roe, in the presence of,—
F. Nothnagel,
12 King St., Perth.

R. E. ROE.

The Common Seal of West Australian Carters and Drivers' Industrial Union of Workers (Perth) was hereto affixed, in the presence of,—
C. J. Hawkins.

JAMES HOFFMAN,
President.

[L.S.]

O. E. NILSSON,
Secretary.

ELECTRIC TRAMWAYS, PERTH.

(Registered 9th July, 1926.)

No. 23 of 1926.

This Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this ninth day of July, 1926, between the Commissioner of Railways for the State of Western Australia, of the one part, and the Perth Electric Tramway Employees' Industrial Union of Workers, of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

Whereas an Agreement was made on the 18th January, 1926, and registered in pursuance of the said Act on 19th January, 1926, and numbered No. 4 of 1926; it is now agreed by the parties that the said Agreement shall be varied by deleting the words "31st December, 1926," in Clause 1, and inserting in lieu thereof the words "19th July, 1926."

The Common Seal of the Commissioner of Railways was hereunto affixed by— [L.S.]

H. POPE,
Commissioner of Railways.

in the presence of—
P. C. Raynor.

The Common Seal of the Perth Electric Tramways Employees' Union of Workers was hereunto lawfully affixed by— [L.S.]

JAMES M. FRASER,
President.

R. H. NASH,
Secretary.

ENGINEERS—H. V. McKAY PTY., LTD.

(Registered 12th July, 1926.)

No. 24 of 1926.

THIS Agreement, made this twenty-fourth day of June, 1926, in pursuance of "The Industrial Conciliation and Arbitration Act, 1912-1925," between H. V. McKay Pty., Ltd., of corner Murray and King Streets, Perth (hereinafter called the Employer), of the one part, and the Australasian Society of Engineers, on behalf of the employees of H. V. McKay Pty., Ltd., members of the said Society (hereinafter called the employees), of the other part: Whereas the parties hereto have met in conference, together with the Secretary of the Australasian Society of Engineers, and have arrived at the agreement hereinafter contained.

Now these presents witness, and it is agreed by and between the said parties hereto, that the conditions of labour hereinafter mentioned shall be observed between the parties hereto respectively, and the wages hereinafter mentioned shall be paid by the Employer to the employees in the manner hereinafter provided.

Schedule of Wages.

	s.	d.	
Labourers—Men handling cases, opening same, trucking and loading machines	14	2	per day.
Assemblers	14	11	per day.
Junior Assemblers (not messengers or truckers), in proportion of 1 to every 4 or fraction of 4 Assemblers. The minimum rate of wages paid to a Junior Assembler shall be—			
Under 16 years of age	6	4	per day.
16 years to 18 years	8	5	per day.
18 years to 21 years	10	6	per day.

That the above rates are based on the Western Australian Arbitration Court's Basic Wage of £4 5s., obtaining until 30th June, 1927.

In addition to the above rates 3s. 6d. per week shall be paid in lieu of payment for holidays, for adults, and a proportionate amount for juniors.

Any adult Assembler using oil engine to run machines under instructions from Foreman shall be paid 1s. per day extra while engaged on that work.

Overtime shall be paid at the rate of time and a half.

Holidays.—The following days shall be recognised as holidays:—Christmas Day, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Eight Hours' Day, Anzac Day, and Boxing Day. If any work is done on any of these eight days, it will be paid for at double time.

Constitution of week's work.—48 hours will constitute a week's work, to start and finish as may be arranged by the Foreman, but no day shall exceed 8¾ hours and Saturday work to finish at noon.

Sunday work.—Any work, double time.

Tools.—All tools required by employees in connection with any work required to be done in the warehouse will be provided by the Employer and must not be removed from the warehouse.

Settlement of Disputes.—Should any question or dispute arise out of this Agreement or any matter not provided for herein, it shall be referred to the Employer by delegates consisting of not less than three of the employees, together with the Secretary of the Union, and the decision arrived at shall be final, but nothing in this clause shall be construed as interfering with any rights of either of the parties to proceed for a penalty for a breach of this Agreement.

Employees shall be subject to factory rules as adopted by H. V. McKay Pty., Ltd.

Duration of Agreement.—This Agreement shall come into operation on the 1st July, 1926, and continue in force until the 30th June, 1927, and thereafter until superseded or varied, and shall operate within a radius of 14 miles from G.P.O., Perth, as aforesaid.

For H. V. McKay Pty., Ltd.,—

W. H. ROSS,
Manager for W.A.

For Australasian Society of Engineers, Fremantle,—

OWEN P. COLE,
Secretary.

CHARLES J. BROWN,
President Fremantle Branch.

Witness to both signatures—
G. F. Dennis.

POLICE—STATE OF WESTERN AUSTRALIA.

(Registered 23rd July, 1926.)

No. 25 of 1926.

THIS Agreement made, in pursuance of "The Industrial Arbitration Act, 1912-1925," this 12th day of July, 1926, between the Hon. John Collings Willcock, M.L.A., Minister for Police for the State of Western Australia (hereinafter referred to as the Minister), acting on behalf of the State, of the one part, and the Western Australian Police Union of Workers (hereinafter referred to as "the Union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. *Term of Agreement.*—This Agreement shall remain in force until the 8th day of April, 1928, subject to either party having the right to apply to the Court of Arbitration for a review of its provisions, and to such variations as the Court may think fit to order on such review; and subject also to the right of either party after the expiration of any period of 12 months from the date of an order by the Court, pursuant to a previous review, to apply again to the Court for a review of its provisions and to such variations as the Court may think fit to order on such subsequent review.

2. *Area and Scope of Agreement.*—This Agreement shall apply to all members of the Western Australian Police Force (hereinafter referred to as "Employees") and shall be binding upon the abovenamed parties, and shall operate over the whole State.

3. *Definitions.*—The definitions referred to hereunder shall apply only for the purpose of this Agreement, and shall not be taken to conflict in any manner whatsoever with the law and regulations and General Orders dealing with the control and management of the Police Force of Western Australia, provided that such regulations and General Orders shall not be in conflict with any of the provisions of this Agreement.

"Probationary" shall mean a man not permanently appointed, but undergoing instruction and proving his suitability for permanent appointment as a member of the Western Australian Police Force.

"Employees" means any person permanently appointed to the Western Australian Police Force and includes, except where the context otherwise shows, any commissioned officer, sergeant, detective-sergeant, constable, probationary detective, detective constable, or woman police.

"Plain Clothes Constable" means a constable performing police duties in plain clothes for 28 consecutive days or over, and who does not wear uniform while so employed.

"Detective Constable" means a constable attached to the Criminal Investigation Branch of the Police Department, who has been favourably reported on by the Officer-in-Charge of that Branch, but who shall not be deemed permanently appointed to the C.I.D. until he passes the examination for the rank of non-commissioned officer.

"Probationary Detective" means a member of the Force attached to the C.I.D. on probation for a period of 12 months. If he is not reported on favourably at the end of that period he may have such period of probation extended for a further 12 months. If reported on favourably by the Inspector in charge of the C.I.D. at the end of 12 months, he shall be designated detective constable.

"Plain Clothes Duty" means duty carried out in plain clothes for 28 consecutive days or over by members of the Force specially selected for the purpose of making inquiries and performing such duties as may be required, but shall not include members of the Force temporarily performing in plain clothes ordinary patrol duties of the same nature as are carried out by uniform constables on beat duty.

"Centre" means any station from which continuous beat duty is performed or any district headquarters, except the depot, but shall not include the Criminal Investigation Branch.

"Practicable" means practicable in the fair and reasonable opinion of the Commissioner of Police: Provided that if any dispute arise as to whether in any case such opinion is fair and reasonable, the matter in dispute shall be referred to the Court of Arbitration.

4. *Salaries.*—The following shall be the minimum rate of salaries payable to the several grades or ranks of the Police Force hereunder enumerated, less any deduction made in accordance with the ordinance to regulate the Police Benefit Fund, 30 Vict., No. 10, and the regulations made thereunder:—

(a) Commissioned Officers—
Chief Inspector—£622 per annum (includes lodging, uniform, and boot allowances).
First-class Inspector—£486 per annum.
Second-class Inspector—£457 per annum.
Third-class Inspector—£440 per annum.

Note.—Provided that in the event of the position of Chief Inspector becoming vacant during the currency of this Agreement, the salary for the position shall be £550 per annum, exclusive of lodging, uniform, and boot allowances.

(b) Uniform Sergeants and Detective Sergeants—
First-class—19s. per day.
Second-class—18s. per day.
Third-class—17s. per day.

(c) Constables, Plain Clothes Police, Detective Constables, Probationary Detectives, and Probationary Constables—
20 years' service and over—16s. per day.
15 to 20 years—15s. 6d. per day.
10 to 15 years—15s. per day.
5 to 10 years—14s. 6d. per day.
3 to 5 years—14s. per day.
Under 3 years—13s. 6d. per day.
Probationary Constables—10s. 6d. per day.

(d) Detective Sergeants and Detective Constables shall be paid 3s. per day in excess of the salaries paid to the corresponding grades of non-commissioned officers and constables of the general police.

ALLOWANCES.

5. *Lodging Allowance.*—The following lodging allowance shall be payable where quarters are not provided:—
Commissioned Officers—£50 per annum.
Non-Commissioned Officers and Constables—
2s. 6d. per diem for married men.
1s. 8d. per diem for single men.

6. *District Allowances.*—(a) District allowances shall be paid in accordance with scale in force in the Public Service of Western Australia.

(b) For the purpose of arriving at the rate of salary for determining the amount of allowance to be paid, the salary (as per Clause 4) plus the lodging allowance (as per Clause 5) shall be taken as the deciding factor.

(c) Employees occupying quarters shall have the lodging allowance taken into account in fixing their rate of district allowance.

7. *Travelling Allowances.*—(a) The State shall, for the purpose of computing travelling allowances to members of the Force, be divided into two divisions, to be known as No. 1 and No. 2 divisions, as defined in C.O. 14/20.

(b) When absent overnight on duty from the home station, or travelling, except by boat, the following allowances shall be payable:—

Commissioned Officers—3s. 9d. per meal; 3s. 9d. per bed.

Detectives, Uniform Sergeants, and Plain Clothes Police—3s. 1d. per meal; 3s. 1d. per bed.

General Police—2s. 6d. per meal; 2s. 6d. per bed.

(c) When able to return to home or temporary station at night an allowance for meals actually purchased at the following rates, with the exceptions hereunder provided regarding an area within 12 miles radius of the G.P.O., Perth:—

Detectives, Uniform Sergeants, and Plain Clothes Police—3s. 1d. per meal.

General Police—2s. 6d. per meal.

(d) Within the radius of 12 miles from the G.P.O., Perth, the rates payable for meals actually purchased shall be:—

Detectives, Uniform Sergeants, and Plain Clothes Police—2s. 6d. per meal.

General Police—2s. per meal.

(e) The recognised meal hours shall be:—

Breakfast—7 a.m. to 9 a.m.
Dinner—12 noon to 2 p.m.
Tea—5 p.m. to 7 p.m.

(f) A married employee shall, when transferred from one station to another, in addition to the said travelling allowance for the other days of the journey, to be paid at the same rates for the day he must vacate his quarters, and also be paid in respect of the day of his arrival and the day following in the completion of his transfer.

(g) Refreshment allowance, at the above-mentioned rates, plus 25 per cent., shall be paid to police employed on duty at races, sports meetings, and similar gatherings.

(h) An additional allowance of 25 per cent. shall be granted all members of the Force stationed in No. 1 district when travelling outside that district.

(i) An employee stationed at a place in No. 2 Division which carries no district allowance doing special, relief, or temporary duty at a station which carries a district allowance, shall draw, in addition to the travelling allowance, the district allowance payable at the station where the duties are carried out.

(j) Provided that while on duty outside the boundaries of the State employees shall receive an allowance equal to the scale paid for Division No. 2.

(k) Employees when travelling on duty by steamer or boat shall be paid an allowance computed at the rate of 15 per cent. of the fare paid by the Department.

(l) Subject to regulation, members of the Force travelling on patrol or other duty in the Western Roebourne, Kimberley, or other districts, where means of free transport or provisions are provided by the Department, will not be entitled to travelling allowance if in receipt of district allowances. This will not apply to district officers, and constables attending them, when travelling on duty in the districts named.

8. *Relief Allowances.*—(a) When relieving or on temporary duty at a station or elsewhere, employees shall be paid for the first ten days from time of arrival the rate as per scale in Clause 7.

After ten days from time of arrival until time of departure—married men will be paid 1s. 6d. per bed; 1s. 6d. per meal.

After ten days from time of arrival and for the succeeding eleven days—single men will be paid 1s. 6d. per bed; 1s. 6d. per meal.

(b) At the expiration of twenty-one days from time of arrival single men will be paid only lodging allowance applicable to such employee, and in the event of it being a station to which a district allowance is payable, such district allowance as is applicable to a single man for such station.

(c) When relieving or on temporary duty at a station or elsewhere and required to be absent therefrom on duty (except at the home station), an employee shall be paid the difference between the travelling allowance being paid for the time for such relief or temporary duty and the travelling allowance scale for the district.

(d) This clause does not apply to an employee who, when relieving or on temporary duty, is not required to reside away from his home or home station, or who is able to obtain his meals from his home or home station.

(e) An employee who has his headquarters in District No. 1, when relieving in District No. 2, shall receive 25 per cent. above the foregoing rates.

(f) When the actual and necessary expenses incurred by an employee engaged in relieving duties exceed the rates allowed, such allowance as may be deemed fair and reasonable may be granted by the Commissioner.

(g) Where an employee residing at a station where a district allowance is payable does relieving or temporary duty at a station where a higher district allowance is payable, he shall draw the difference between the two district allowances, in addition to the travelling and relieving allowances payable, and an employee stationed at a place in No. 2 Division which carries no district allowance, doing special, relief, or temporary duty at a station which carries a district allowance, shall draw, in addition to the relief allowance, the district allowance at the station where the duties are carried out.

9. *Plain Clothes Duty Allowance.*—Probationary detectives and plain clothes constables engaged on plain clothes duty for a period exceeding 28 days shall be paid an allowance of 1s. 6d. per day. This will not apply to members of the Force temporarily performing, in plain clothes, ordinary patrol duties of the same nature as are carried out by uniform constables on beat duty.

10. *Clothing Allowance.*—(a) Commissioned officers shall receive an uniform and boot allowance of £22 12s. per annum.

(b) Every member of the Detective Force and Non-Commissioned Officer and Constable of the General Police Force doing continuous duty for 28 consecutive days or over in plain clothes shall receive an allowance at the rate of £20 per annum during the period so employed for clothing, boots, and mackintosh: Provided that such *pro rata* clothing allowance will be paid to employees engaged on night patrol for 14 consecutive days or over.

(c) Members of the Pillaging Staff shall receive an additional special clothing allowance of £3 10s. per annum.

(d) Members of the uniform police who are supplied with uniform and mackintosh shall receive an allowance of £2 12s. per annum as boot allowance.

11. *Prisoners' Rations.*—Where employees are called upon to ration prisoners they shall be allowed 1s. per meal for every meal supplied at all stations except Perth, Fremantle, Northam, and Kalgoorlie (where the contract system is in force) and (for aboriginals) in the Northern Police District.

12. *Trackers' Allowance.*—Where employees are obliged to supply rations to native trackers they shall be paid 4s. per day at all stations with the exception of Hall's Creek, where the allowance shall be 5s.

13. *Clerks.*—(a) Every employee engaged as District Office Clerk shall receive an allowance of 1s. per diem.

(b) Clerk in Liquor Inspection Branch and the Staff Clerk at Head Office shall receive an allowance of 1s. per diem.

14. *Traffic and Pointsmen.*—(a) There shall be paid to employees permanently engaged in the Traffic Office and who on an evening, in addition, are called out for traffic work, an allowance of 1s. 6d. per diem for constables and 2s. per diem for sergeants, but these allowances shall be paid only whilst the present conditions continue.

(b) Pointsmen shall receive an allowance of 1s. per diem.

15. *Chauffeurs.*—Motor-driver employees in plain clothes shall receive the recognised clothing allowance, and a special allowance of 1s. per diem shall be paid to chauffeur in charge of motor garage.

16. *Engineer of Launch.*—There shall be paid to the engineer of police launch 1s. 6d. per diem over grade rate, and this allowance shall remain in force whilst the present conditions exist.

17. *Finger-print and Photographer.*—The following finger-print and photograph allowance shall be paid:—To Detective-Sergeant in charge of Office, C.I.D., 1s. 6d. per diem. Photographer, 7d. One detective-sergeant, 7d.

18. *Gold Stealing Staff.*—Members of the gold stealing staff shall receive an allowance of 2s. per diem.

19. *Prosecuting Sergeants.*—Prosecuting sergeants at Perth and Fremantle shall be first-class sergeants, and such sergeant at Perth shall receive a special allowance of 2s. per diem, and at Fremantle 1s. per diem.

20. *Hours.*—(a) The working hours at a centre shall be for beat and office duty, eight continuous hours per day, but not more than 112 hours per fortnight (of fourteen days): Provided that these hours shall apply to police work generally where circumstances permit; but where duties are light and intermittent, such as watchhouse duty, mounted duty, orderly work or escort, or any duty for which travelling allowance is paid, they need not be adhered to: Provided also that in each fortnight one day's leave shall be allowed on full pay consisting of a continuous period of 24 hours' leave, and, where practicable, such day shall be the alternate Sunday.

(b) The ordinary working hours at a centre shall consist of three shifts or reliefs as follows:—

First relief—7 a.m. to 3 p.m.
Second relief—3 p.m. to 11 p.m.
Third relief—11 p.m. to 7 a.m.

At outside towns or at other places shifts of eight hours, as required according to local conditions, shall be worked. Where two foot constables are employed in addition to a mounted constable and the officer-in-charge of the station, alternate weekly shifts shall be worked.

(c) Each shift or relief shall be allowed 30 minutes for a meal, at a time to be arranged by the non-commissioned officer, except in the case of men on night duty, who shall be allowed 20 minutes for crib, but such refreshment must be taken on the beat.

(d) The ordinary working hours at a place not a centre shall be as far as is practicable the same as above mentioned.

(e) The Commissioner shall give his employees at least one clear day's notice of all Sunday duty and leave, and there shall be posted in the day-room at all police centres a return showing the particulars of such duty and leave.

(f) Employees due for Sunday leave, and having completed their ordinary tour of duty on the previous day, may then be granted leave: Provided that the circumstances are normal, and that they inform their immediate superior where they may be found if required before they are due to report for duty.

(g) The ordinary working hours of members of the Criminal Investigation Branch shall not exceed 112 hours per fortnight and shall, as far as practicable, be worked as follows:—

9 a.m. to 1 p.m.; 2 p.m. to 6 p.m.
9 a.m. to 1 p.m.; 7 p.m. to 11 p.m.
Two-thirds to be on day shift and one-third on the late shift. On Sundays one detective shall do duty from 10 a.m. to 1 p.m.; one detective from 2 p.m. to 5 p.m., and two detectives from 7 p.m. to 10 p.m.

Office staff hours of the C.I. Branch shall commence at 8.30 a.m. to 1 p.m., and work 2 p.m. to 5.30 p.m. The other shift shall be 9 a.m. to 12 noon, and from 6 p.m. to 11 p.m.; 9 a.m. to 1 p.m., and 2 p.m. to 6 p.m. Sunday duty—9 a.m. to 12 noon, and 7 p.m. to 10 p.m.

(h) In case of any riots or disturbances, or for the preservation of peace, or the protection of human life, or the pursuit of criminals, or for any sufficient reason, the Commissioner or any officer or non-commissioned officer may call upon employees for duty at any hour of the day or night, or to remain continuously on duty.

(i) The Commissioner may suspend the eight hours' provision in this clause when circumstances in his discretion call for such action in the public interests.

21. *Overtime.*—(a) Subject to subclause (g) of Clause 20, every member attached to a centre or the Criminal Investigation Branch, or station where at least two men are employed on foot patrol or town duty (other than members of the Pillaging Staff), who perform more than 104 hours per fortnight, shall be given equivalent time off in lieu thereof as soon as practicable.

(b) Members of the Pillaging Staff who perform more than 56 hours in any one week shall be given the equivalent time off in lieu thereof as soon as practicable.

(c) Any employee who performs escort duty involving a continuous period of 16 hours shall be granted at least 24 hours' leave in lieu of every such period, and may, if practicable, be allowed to spend such leave at the city or town nearest the place where he relinquished charge of the prisoners or property escorted; provided that, if he takes his leave where he relinquished charge of the prisoners or property escorted, and he could begin his return to his station before the expiration of such leave, he shall only be paid travelling allowance up to the time at which he would ordinarily return to his station.

(d) At each centre a record shall be kept showing the amount of overtime worked by each employee working thereat. Such record shall be available at all reasonable times for inspection by any employee concerned.

22. *Annual Leave.*—Annual leave for commissioned officers shall be in accordance with the Public Service Regulations made under "The Public Service Act, 1904." Non-commissioned officers and constables shall be granted annual leave for 21 days during each year of service, except in the case of men stationed in remote districts or localities, who will be allowed one calendar month's leave of absence. Those members of the Force stationed in the North-West and Kimberley districts, and who desire to spend their leave in the South, shall not commence such leave until after arrival at Fremantle.

23. *Long Service Leave.*—(a) Commissioned officers shall be granted similar long service leave as enjoyed by members of the Public Service under "The Public Service Act, 1904." Non-commissioned officers and constables who have served continuously for a period of ten years shall be granted long service leave not exceeding three months on full pay; those who have served continuously for a period of 20 years will be granted six months similar leave, and for the next ten years three months additionally, but the latter leave will not operate till 1931.

(b) Any employee who resigns or is retired from the service, except as provided for in Subclause (c), shall be paid for long service leave due at the time of resignation or retirement.

(c) Any employee who retires or is retired upon reaching the retiring age, or through ill-health, shall be paid for long service leave *pro rata* to date of retirement.

(d) An employee dismissed from the Force shall not be entitled to payment for long service leave.

(e) A female employee resigning from the Force for the purpose of getting married, and who has been continuously employed for three years and over, shall be granted payment *pro rata*, of her long service leave at the date of retirement.

24. *Fares while travelling.*—(a) All members of the Force, and their wives and families, when travelling on duty or on transfer by boat or train (except when actually escorting prisoners), shall be provided with saloon accommodation on boat and first-class accommodation on train.

(b) When travelling over night by train, first-class sleeping accommodation shall be provided, if available: Provided that when a sleeping berth is provided the bed allowance will not apply.

25. *Strength of Commissioned and Non-Commissioned Officers.*—(a) Commissioned Officers: There shall be one Chief Inspector and such first, second, and third class inspectors as may be deemed necessary for the proper administration of the Force, while the strength of inspectors remains at present number, viz., 12, there shall be not less than four first, and four second class inspectors: Provided if the number of first-class inspectors exceeds the number mentioned, a corresponding reduction may be made in the number of second-class inspectors.

(b) Non-Commissioned Officers: The strength of non-commissioned officers shall be:—First-class sergeants, 9; second-class sergeants, 20; third-class sergeants, 35.

26. *Drill Instruction or Parades.*—Drill instruction or parades shall be given or held during working hours. If an employee is detailed to attend a drill or parade outside the ordinary working hours, he shall be allowed time off equivalent to the time occupied in and travelling to or from such drill or parade.

27. *Vacancies to be Advertised.*—When any station becomes vacant or when a vacancy occurs in the plain clothes section of the Uniform Branch, the clerks of District Offices or Water Police, or in the probationary section of the C.I.D., the Commissioner, before filling such vacancy, shall cause a notice to be published in the "Police Gazette," inviting applications from employees who are desirous of their claim being considered for such vacancy.

28. *Appointments to Criminal Investigation Branch.*—Appointments to the Criminal Investigation Branch shall be made from applicants who appear to be best qualified for the performance of detective duties. Men with police experience in Western Australia shall have the preference, if suitable.

29. *Compulsory Retiring Age.*—(a) An employee reaching the age of 60 years shall have the right to retire, or may be retired by the Commissioner: Provided that all employees upon reaching 65 years of age shall be retired from the service.

(b) Provided that nothing in this clause shall affect employees who at present come under the provisions of the Superannuation Act.

(c) Provided also, that this clause shall in no way prejudice the claims of any employee leaving the service prior to reaching the age of 60 years in so far as the Police Benefit Fund is concerned.

30. *Sanitary and Water Rates.*—(a) Water rates shall be borne by the Department where members of the Force are compelled to occupy quarters.

(b) Members of the Force shall pay sanitary rates when the sanitary conveniences are solely for the private use of employees and their families.

31. *Furnishing for Quarters.*—Quarters occupied by married employees shall be supplied with blinds.

32. *Harness Horses.*—The Commissioner may grant permission to employees to use police horses in harness for police duties in cases where he considers it advisable.

33. *Conditions.*—This Agreement is given without prejudice to any of the conditions and privileges at present existing where not specifically affected by this Agreement.

34. *Posting of Agreement.*—A copy of this Agreement shall be posted up at each station.

35. *Interpretation.*—When a dispute arises as to the interpretation of any clause hereof, the matter may be referred by the Minister or the Union to the Court of Arbitration.

In witness whereof the said parties to this Agreement have hereunto set their hands and seals this twenty-first day of July, 1926.

Signed by the Minister of Police, in the presence of,—
M. Godwin.

(Sgd.) J. WILLCOCK,
Minister for Police.

The Common Seal of the Western Australian Police Union of Workers was hereto lawfully affixed by,—

J. H. McDONALD,
[L.S.] General President.

C. NELSON,
General Secretary.

FIREMEN (PERTH PUBLIC HOSPITAL).

(Registered 27th August, 1926.)

No. 26 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act Amendment Act, 1912-1925," this first day of July, one thousand nine hundred and twenty-six, between the Board of Management of the Perth Public Hospital (referred to as "the Employer"), of the one part, and The Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers (hereinafter referred to as "the Union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1.—*Scope of Agreement.*

This Agreement shall operate over the Boiler House at the Perth Public Hospital, Perth.

2.—*Term of Agreement.*

This Agreement shall operate from the first day of July, one thousand nine hundred and twenty-six, and shall remain in force for three years from that date:

Provided that the rates of pay will be subject to amendment in accordance with the provisions of "The Industrial Arbitration Act Amendment Act, 1912-1925."

3.—*Rates of Pay.*

(Basic Wage—£4 5s.)

The minimum rates of pay for the firemen employed at the Perth Public Hospital shall be as follows:—

Firemen—18s. 11d. per day of eight hours.

4.—*Hours of Duty.*

The ordinary working hours (exclusive of Sunday time) shall be eight hours per day, 48 hours per week.

5.—*Overtime Rates.*

All time worked in excess of the usual working hours in any one day shall be paid for at the rate of time-and-a-half. All work performed on Sundays, Christmas Day, Good Friday, and Eight Hours' Day shall be paid for at the rate of time-and-a-half.

6.—*Annual Holidays.*

(a) Each fireman, after 12 months' continuous service, shall be granted 12 days' leave on full pay in each year.

(b) Workers shall be paid for annual holidays at the rate of pay they are drawing at or immediately before the time when such holidays are taken.

(c) Every worker, after six months' continuous service, shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the twelve months.

(d) No deduction shall be made from annual holidays for the period any worker is off duty through sickness, unless the absence exceeds three calendar months.

7. Subject to the proviso hereto, any worker who may resign or be dismissed from the service shall be entitled to receive payment for any holidays which may be due to him up to the time of leaving the service. Provided, that if a worker be dismissed for disobedience of lawful orders, for being under the influence of liquor or for drunkenness, he shall be entitled to be paid only for such leave (if any) as has accumulated from a previous year, and if dismissed for peculation, he shall not be entitled to any payment for leave or holidays accumulated or otherwise.

8.—*Preference.*

Preference of employment in respect of tasks for which rates of wages are specified in this Agreement shall be given to members of the Federated Engine-drivers and Firemen's Association of Workers of Western Australia.

The Common Seal of the Board of Management of the Perth Public Hospital was hereunto affixed by, in the presence of,—
V. Eagleton.

J. B. HAWKINS,
Chairman Hospital Board.

The Seal of The Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers was hereto affixed in the presence of and this Agreement executed by and on behalf of the Union by,—
Harold P. Neuman.

G. A. BRADSHAW,
[L.S.] General President.

J. BREYDON,
General Secretary.

MINERS—COAL (COLLIE).

(Registered 27/8/26.)

No. 27/26.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this the 19th day of July, 1926, between the Amalgamated Collieries of W.A., Ltd. (hereinafter referred to as the Company), on the one part, and The Coal Miners' Industrial Union of W.A., Collie, on the other part: Whereas it is herein agreed that for the term herein specified the following rates and conditions shall apply for wheeling machine-cut coal at their Co-operative Mine.

1. For the purpose of this Agreement the mine shall be divided into sections, to be cavilled for at each quarterly cavil.

2. For the purpose of cavilling the wheelers shall have the right to choose their mates and cross-mates.

3. In the event of it becoming necessary to remove a wheeler from any section, the junior wheeler who started in that section shall be the one to be removed to wheel in another section or to do other work.

4. The minimum basic rate of 18s. 3d. for day shift and 18s. 9d. for afternoon shift shall be recognised as part of this Agreement, plus 1s. per shift for taking horses to and from the stables, plus 2s. wheeler's allowance, and no wheeler shall on any separate day be paid less than the above collective rates: Provided further that any of the wheelers on any day during the fortnight earn the above-mentioned rates.

5. Road coal may be filled by the wheelers at the above-mentioned minimum rates.

6. The Company undertake to supply a plentiful supply of sprags and a regular turn of skips to each section.

7. In the event of there being more wheelers than there is wheeling work for them, the Company shall find other work for them at the minimum rates, or provide another place in which they can wheel on existing rates.

8. In the event of a wheeler being prevented from wheeling and thereby reducing his earnings through any cause over which he has no control, he shall be paid the average wage, but he shall do any other work ordered, but this shall not apply in the case of shortage of wagons, breakage of machinery.

9. In the event of miners being taken out of the cavil and leaving the wheeler with less miners in his cavil, the wheeler shall be paid his average for such time.

10. The price for wheeling under the basic distance shall be eightpence per ton (8d.) for wheeling from three pairs of miners, and tenpence (10d.) per ton for wheeling from two pairs.

11. The basic distance for wheeling shall be 220 yards, and all coal wheeled over a distance of 220 yards shall be paid for at the above-mentioned rates, plus one halfpenny (½d.) per ton for every 100 yards or part thereof up to 350 yards; for anything above that distance the rates to be arranged between the Company and the Union officials.

12. Wheelers to take all normal supplies from flat to most convenient point on the roads where they are wheeling where required for use. Excessive timber required by shiftmen to be paid for. Timber to be taken adjacent to inside points.

13. For wheeling stone the tonnage rate of that district to be paid for at the rate of one skip per ton and 1s. per skip for sand.

14. Wheelers wheeling from specials and dip miners shall be paid the average of contract wheelers.

15. Wheelers breaking in new horses shall be paid the average daily earnings of all contract wheelers. Contract wheelers shall be paid 1s. per shift for taking horses from stables to mine and back when their con-

tract earnings are in excess of the prescribed minimum rates.

16. This Agreement to remain in force for a period of twelve months from date hereof.

Signed this 19th day of July, 1926, on behalf of the Amalgamated Collieries of W.A., Ltd.—

E. G. LUMB.

Witness: S. Cooper.

Signed on behalf of the Coal Miners' Union of Workers of W.A., Collie—

[L.S.] H. WHITEAKER, Secretary.

Witness: F. Fuhrmann.

ENGINE-DRIVERS, FIREMEN, CLEANERS (GOVERNMENT RAILWAYS).

(Registered 28th August, 1926.)

No. 28/26.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912," this twenty-seventh day of August, one thousand nine hundred and twenty-six, between the Commissioner of Railways for the State of Western Australia (hereinafter referred to as the "Commissioner"), of the one part, and the West Australian Locomotive Engine-drivers, Firemen's, and Cleaners' Union of Workers (hereinafter referred to as the "Union"), of the other part: whereby it is mutually agreed by and between the parties hereto as follows:—

1.—*Term of Agreement.*

This Agreement shall operate from the First day of January, One thousand nine hundred and twenty-six, and shall remain in force until the Thirty-first day of December, One thousand nine hundred and twenty-six.

2.—*Area and Scope of Agreement.*

This Agreement shall apply only to members of the Union employed by the Commissioner in and about the working of the State Railways and, subject to necessary adjustments to be agreed upon between the Commissioner and the Union, to any other Railway over which the Commissioner may work traffic under an agreement giving him running powers.

3.—*Interpretation.*

"Worker" means a member of the Union employed as driver, fireman, cleaner, washoutman, washoutman's assistant, packer, or trimmer.

"Attended Barracks" means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, lighting facilities, and water and fuel.

"Unattended Barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which, whilst provided with the accommodation mentioned therein, is wholly unattended.

"Main Depot" means a depot where six or more locomotives are stationed.

"Married Man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

4.—*Promotion.*

Promotion from cleaner to fireman and from fireman to driver shall be made—

(a) Automatically by reason of acting work in accordance with the next succeeding clause, and

(b) Independently of acting work, as vacancies arise, according to seniority combined with proficiency and good conduct, provided that the necessary examinations have been passed, and provided also, in the case of a cleaner, that he shall have reached the age of twenty-one years.

5.—*Acting Work.*

(i.) A fireman or cleaner who has acted in the capacity of a driver or fireman, respectively, for 313 days shall be appointed to the higher grade, and the date of such appointment shall, notwithstanding subsequent regression, be taken for the purpose of determining when advancements from class to class become due. To ascertain the number of days acting work performed by a worker, all acting work heretofore or hereafter shall be counted, and the total number of hours worked by him in the higher capacity up to the thirty-first December, one thousand nine hundred and twenty-five, shall be divided by eight and the total number of hours after that date divided by seven and one-third.

(ii.) For the purpose of maintaining the present order of seniority amongst the workers, the following provisions shall obtain—

(a) The Commissioner shall, so far as practicable, arrange that firemen and cleaners shall have the benefit of acting work according to seniority, and to that end shall transfer them from one depot to another as may be necessary.

(b) Subject as hereinafter provided, when a fireman or cleaner has qualified by acting work and is appointed to a higher grade under subclause (i.) of this clause, each fireman or cleaner, as the case may be, above him on the classification, shall be deemed to have similarly qualified, and shall also be appointed to the higher grade: Provided, however, that the foregoing provision shall not apply to any fireman or cleaner who, during the preceding twelve months, has lost the opportunity of himself getting the benefit of acting work by reason of his failure to accept a transfer from one depot to another.

(iii.) A driver or fireman may, when traffic conditions so require, be temporarily employed as fireman or cleaner, respectively, but whilst acting in the lower grade shall be paid the rate which he was receiving as driver or fireman, respectively.

(iv.) (a) A review of work performed in the advanced capacity during the previous three months will be held on the 26th December, 1925, and quarterly thereafter for each succeeding three months. Any adjustment of the staff to date from the eighth day after the close of each review period.

(b) When the average of the advanced capacity work performed is found to be more than equal to full time for twenty (20) firemen as drivers and/or forty (40) cleaners as firemen during the quarter ending March, and more than equal to fifteen (15) firemen as drivers and/or thirty (30) cleaners as firemen during the quarters ending June, September and December, cleaners or firemen equal to the number in excess of that specified shall be promoted to firemen and drivers, respectively.

(c) When the average of the advanced capacity work performed is found to be less than equal to full time for twenty (20) firemen as drivers and/or forty (40) cleaners as firemen during the quarter ending March, and less than equal to full time for fifteen

(15) firemen as drivers and/or thirty (30) cleaners as firemen during the quarters ending June, September and December, drivers and firemen equal to the number less than that specified shall be regressed to firemen and cleaners, respectively.

(d) On conclusion of each fourth review, representatives of the Union and of the Department shall confer and decide as to the number which shall form the basis for the succeeding four reviews, being guided in such decision by the figures for the four terms then expired.

(e) Each fortnight a return showing the acting work performed during the previous two weeks shall be supplied to the Secretary of the Union.

(v.) Workers appointed under subclauses (i.) and (ii.) hereof may be regressed, provided the total amount of advanced capacity work performed during the two weeks preceding that in which such appointments became due is less than the margin stipulated in subclause (iv.); should the advanced capacity work performed for the same period be in excess of the margin provided in subclause (iv.), appointments equal to such excess shall be retained. Regressions under this subclause to be made within a fortnight of such appointments becoming due.

(vi.) No driver or fireman in any class shall be regressed until all the drivers and firemen, respectively, in the classes (if any) below him shall have been similarly regressed. After such regression, and whilst doing work in the lower grade, the drivers and firemen so regressed shall be paid the maximum rates provided for firemen and cleaners respectively. Notice of intention to regress to be served on the Union.

6.—*Retirement and Dismissal.*

(a) No worker after six months' continuous service shall leave the service of the Commissioner until the expiration of fourteen days' written notice of his intention so to do, without the approval of the Commissioner.

(b) Except in the case of summary dismissal for misconduct, fourteen days' written notice shall be given by the Commissioner to any worker whose services are no longer required, and the reason for his dismissal shall be included in such notice.

7.—*Qualifications.*

(1.) *Engine-drivers.*—No person shall be employed as a driver on the State Railways without the approval of the Head of the Branch. Such driver shall pass a satisfactory examination, and hold a certificate from Head of Branch that he is competent. He must also have served as a fireman on the State Railways, or been employed as a driver or acting driver on other railways either within or outside Western Australia; always provided that no driver or fireman shall be engaged from outside the service of the State Railways unless in the opinion of the Head of the Branch there is no fully qualified worker available in the employ of the State Railways, when he shall report to the Commissioner, who may thereupon authorise the appointment of such person or persons as may be deemed necessary.

(2.) *Firemen.*—(a) No person shall be employed as a fireman on the State Railways without the approval of the Head of the Branch. Such fireman must pass a satisfactory examination and hold a certificate from the Head of the Branch that he is competent; he must also have served as a cleaner on the State Railways, or have been employed as a driver, fireman, or cleaner on other railways within or outside the State of Western Australia: Provided always that no person from outside the service of the State Railways shall be employed as fireman unless, in the opinion of the Head of the Branch, there is no worker in the employ of the State Railways fully qualified and available, when he shall report to the Commissioner, who may thereupon authorise the appointment of such person or persons as may be deemed necessary.

(b) No worker shall be permitted to act as fireman until he is twenty-one years of age unless, in the opinion of the Head of the Branch, the requirements of the service otherwise demand it.

(3.) *Cleaners.*—(a) No candidate for the position of cleaner shall be admitted under seventeen years of age or over nineteen last birthday.

(b) Each candidate for the position of cleaner shall require:—

(1) To pass departmental education test.

(2) To pass an examination by the medical officer of the Department that he is free from bodily or mental infirmity, the cost of such examination to be borne by the candidate.

(3) To pass the departmental test for vision, hearing, and colour-sense.

(4) To supply three testimonials of character from persons of good repute, and Registrar's certificate of birth or statutory declaration of date of birth.

(c) Cleaners under the age of eighteen years shall not be permitted to work between the hours of 8 p.m. and 6 a.m.

8.—*Rates of Pay.*

1. *Engine-drivers*:

(a) The rates of pay for engine-drivers shall be:—

	Per day of 8 hours. 1st Jan. to 30th June, 1926.	From 1st July, 1926.
First Class	23s. 6d.	23s. 10d.
Second Class	22s. 1d.	22s. 4d.
Third Class	20s. 7d.	20s. 11d.
Fourth Class	19s. 6d.	19s. 10d.

(b) A driver whilst acting as driver-in-charge, 2s. per day extra.

(c) Drivers with less than one year's service after appointment shall be in the fourth class. Drivers with one year's service and less than three years' service after appointment shall be in the third class. Drivers with three years' service and less than five years' service after appointment shall be in the second class. Drivers with over five years' service after appointment shall be in the first class.

(d) Drivers shall be entitled to promotion from class to class as follows:—

To the third class after one year's service in fourth class.

To the second class after two years' service in third class.

To the first class after two years' service in second class.

Provided that no driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the Head of the Branch.

2. *Firemen*:

(a) The rates of pay for firemen shall be:—

	Per day of 8 hours. 1st Jan. to 30th June, 1926.	From 1st July, 1926.
First Class	19s. 0d.	19s. 3d.
Second Class	17s. 4d.	17s. 8d.
Third Class	16s. 3d.	16s. 7d.

(b) Firemen with less than one year's service after appointment shall be in the third class. Firemen with one year's service and less than two years and six months' service after appointment shall be in the second class. Firemen with over two years and six months' service after appointment shall be in the first class.

(c) Firemen shall be entitled to promotion to the second class after one year's service in the third class, and to the first class after eighteen months' service in the second class.

3. *Cleaners*:

The rates of pay for cleaners shall be:—

	Per day of 8 hours. 1st Jan. to 30th June, 1926.	From 1st July, 1926.
17 years and under 18 ..	8s. 11d.	9s. 1d.
18 years and under 19 ..	10s. 5d.	10s. 8d.
19 years and under 20 ..	11s. 3d.	11s. 6d.
20 years and under 21 ..	13s. 3d.	13s. 6d.
21 years and over	15s. 9d.	16s. 1d.

4. *Washoutmen, Packers, and Trimmers*:

The rates of pay for washoutmen, packers, and trimmers shall be:—

	Per day of 8 hours. 1st Jan. to 30th June, 1926.	From 1st July, 1926.
During the first year ..	19s. 6d.	19s. 10d.
Thereafter	20s. 7d.	20s. 11d.

5. *Washoutmen's Assistants*:

The rates of pay for assistants to washoutmen shall be:—

	Per day of 8 hours. 1st Jan. to 30th June, 1926.	From 1st July, 1926.
During first year	16s. 3d.	16s. 7d.
Thereafter	17s. 4d.	17s. 8d.

9.—*Workers performing Higher Duties.*

(a) Workers called upon to perform higher duties shall, whilst performing such duties, be paid the minimum rates for the higher position, provided such minimum is not lower than the worker's regular rate of pay. This shall apply to cleaners employed on fueling or labouring work at main depots, and also at outside depots, provided that the work at such outside depots is for a period of two hours or longer in any one day.

(b) At main depots cleaners shall not be employed on fueling or labouring work, except in case of emergency.

(c) Should a cleaner at a running shed be called upon to assist in washing-out engines, he shall be paid the minimum rate prescribed for a fireman.

10.—*Agreement not to affect present Wage.*

Nothing in this Agreement shall be construed to reduce the wage of any worker below the rate actually received by him on the date this Agreement is issued.

11.—*Sustenance Allowance.*

For the purpose of providing sustenance, any worker absent from his "home" station for thirty hours continuously, but not booked off in the meantime, shall receive as expenses five shillings.

12.—*Lodging Allowance.*

The following allowance shall be paid to workers covered by this Agreement booked off or temporarily lodging away from their home station:—

(a) For the first thirty (30) hours, or part thereof, the sum of five shillings where attended, and six shillings where unattended, barracks are provided, and seven shillings where there are no barracks.

(b) After the first thirty (30) hours and up to seven (7) days, the sum of fourpence per hour, and thereafter threepence per hour, provided that the reduction from fourpence to threepence shall only be made in cases where the worker shall be stationed for over seven (7) days in one place: Provided that a deduction of one shilling per day or night, with a maximum of five shillings per week, shall be made where attended barracks are provided, and a deduction of sixpence per day or night, with a maximum of two shillings and sixpence per week, shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty-four hours.

(c) The allowance shall be calculated from time of booking on to the time of booking off at home station.

(d) A worker booked off or temporarily lodging away from home station in a district carrying a higher allowance than his home station shall receive the higher district allowance, in addition to allowance specified above, for each twenty-four hours or part thereof whilst in such district, calculated from time of departure from home station to time of departure from foreign station within such districts.

(e) The Commissioner may, in his discretion, make any allowances in addition to those provided in the foregoing subclauses, and the Head of the Branch shall also have discretion to make any such additional allowances not exceeding seven shillings and sixpence per day.

(f) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train to his home station for the night, or unless approved by the Head of the Branch.

13.—*Hamper Allowances.*

(a) A driver or fireman attending at a depot with a hamper for a trip for which he is booked and which is cancelled, or who shall have received less than two hours' notice of the cancellation of a trip requiring a hamper, shall be allowed five shillings in respect of such hamper.

(b) Any worker having to proceed on an "away from home" job with less than four hours' notice shall be paid an amount of five shillings in addition to ordinary expenses.

(c) Any worker notified between 6 p.m. and 8 a.m. of a "book off" job requiring him to come on duty between those hours shall receive an allowance of five shillings in addition to ordinary expenses.

14.—*Sunday away from Home Station.*

Workers shall not be booked away from their home station for two Sundays in succession where it can be avoided by any reasonable arrangement.

15.—*Payment for Travelling Time.*

(a) A worker travelling as a passenger going to work away or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time up to a maximum of sixteen hours in one day.

(b) Any fireman travelling as a passenger going out to act as driver, or returning after having acted as a driver, and any cleaner going out to act as a fireman, or returning after having acted as a fireman, shall receive payment for travelling time or waiting time at the minimum rate for the higher grade.

(c) Any driver or fireman who travels as a passenger from home depot to another depot, or vice versa, and is then booked off duty, and who has not been on duty prior to travelling, shall be allowed a minimum of two hours from the time of booking on to the time of booking off duty.

(d) Sunday travelling time shall be paid at the same rates and on the same conditions as on week days.

(e) In respect to a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 6 a.m. Provided this shall not operate to reduce the travelling time to be paid for below eight hours in any one day.

(f) A worker when travelling by sea shall be entitled to first class accommodation on the boat, and to one-fourth only of the usual away from home allowance; travelling time shall be paid at ordinary rates, provided that not more than eight hours shall be paid for his travelling time in any one period of twenty-four hours.

16.—*Payment when Booked on Duty and not Required.*

(a) Any driver or fireman booked on duty but informed before leaving the shed with his engine that he is not required for work and who is only called upon to attend to his engine, shall be paid one quarter day's pay at the rate applicable to that day, but may be called upon for further duty without any further prescribed period of rest as provided for in Clause 17 of this Agreement. Any driver or fireman who is booked on duty and is called upon to perform work other than attending to his engine, or who has to go out on traffic, shall be allowed not less than four hours' pay at the rate applicable to that day.

(b) Any driver or fireman booked on duty who shall receive two hours' notice at his place of residence or barracks, as the case may be, that he is not required, shall not be entitled to any allowance.

(c) If a cleaner is brought on duty and it is found necessary before he has worked two hours to book him off so that he may be available to take up duty as a fireman, he shall be paid a minimum of two hours at the rate applicable to that day, but may be called upon for duty as fireman without the period of rest prescribed in subclause (f) of clause 17.

(d) Any worker brought on duty shall receive four hours' pay at the rate applicable to that day, except as provided for in subclauses (a), (b) and (c) hereof.

(e) No worker shall be brought on duty on a Sunday for less than four hours' work.

17.—*Minimum Time Off Duty.*

(a) Each driver and fireman shall be allowed off duty at home station for a minimum of twelve hours, and at foreign station for a minimum of eight hours, except as provided hereunder.

(b) (i.) Enginemen leaving home station for a foreign station which may entail booking off at a number of other stations before returning to home depot, shall be booked off for twelve and eight hours alternatively.

(ii.) If the Department find that in any district it would be preferable to have the alternating periods commence with eight instead of twelve, the Union agree to favourably consider such alteration.

(c) When enginemen are required to do anything apart from their rostered run, the Department to apply the alternating rest period commencing with twelve hours.

(d) In the event of a crew having been booked off at a foreign station for eight hours, and the Department find it necessary to again book the same crew off on the return journey, the rest period on the second occasion to be twelve hours, so that no crew will be booked off eight hours twice in succession.

(e) When relieving at a foreign station or temporarily transferred, the temporary station will for the purpose of this clause be treated as the home station for the first and each subsequent booking off thereat.

(f) After a cleaner, washoutman, or washoutman's assistant has gone off duty he shall be allowed ten hours off before coming on duty again.

(g) The foregoing conditions shall not apply in cases of emergency requiring the attendance of a worker before the prescribed rest period has elapsed. The shed foreman shall determine as to the nature of such emergency, and direct the worker concerned accordingly in writing; he shall also report each case to his next superior officer.

(h) No worker shall be called or booked up for duty without having the prescribed period of rest while there is another qualified worker available who has had the prescribed rest.

(i) When a worker is brought on duty without the prescribed period of rest he shall be paid continuous duty as from the time he booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of lodging allowance is concerned.

(j) Each driver and fireman booked on duty after 9 p.m. and before 7 a.m. shall be called sufficiently long before the coming on duty to enable him to get to the shed at the time booked.

(k) Drivers and firemen booked off duty at a foreign station where there is a caretaker at the barracks shall be called for duty irrespective of the hour booked on. At stations where there is no caretaker they shall be called if it can be conveniently arranged.

(l) Each driver and fireman on being booked off duty on arrival at any shed shall come on duty again at such time, as provided hereinbefore, as he may be directed before leaving the shed, either verbally by the foreman, or by the running sheet posted at the shed, except in cases of emergency, when drivers and firemen may be called upon to resume duty at any time.

(m) Drivers and firemen booked on rostered working between the hours of 10 p.m. and 6 a.m. shall, when time permits, be given four hours' notice of any alteration in their working.

(n) Should a driver or fireman not be able to ascertain before leaving the shed at his home station, either from the foreman or from the running sheet, when he shall next be required for duty, he shall be free to assume that he will not be required for twelve hours, and may make his private arrangements accordingly.

(o) Between the hours of 7 a.m. and 5 p.m. each driver and fireman after being booked off duty for

twelve hours shall make personal inquiry at the shed as to when he is next required for duty, except when booked adjusting, in which case he shall be notified.

Outside these hours he shall be notified at his place of residence at least two hours before being required for duty, provided that he shall have the specified period of rest, viz., twelve hours, before commencing duty.

18.—*Transfers.*

(a) When any transfer is ordered by the Department, the worker transferred shall not lose his right of appeal against the transfer, and if on inquiry it is found that a transfer can be arranged with another worker to suit the convenience of the Department, then he shall be retransferred. A worker transferring from one station to another over one mile distant, involving a change of residence, shall—

(1) Be paid not less than four pounds for a married man and fifteen shillings for a single man.

(2) Be paid such further out-of-pocket expenses (if any) as the Commissioner in his discretion shall decide to have been reasonably incurred.

(3) Be granted free passes for himself and family (including those dependents mentioned in the interpretation of "Married men," and also the mother of a married man permanently residing with and wholly dependent upon him), and free railway transport of his furniture and effects. Where the train is provided with appropriate sleepers, and the worker's journey extends through the night, he and his family shall be supplied with sleeping berths.

(4) Be paid actual travelling and waiting time up to a maximum of eight hours per day; no overtime rates shall apply.

(b) Any worker who is transferred from one place to another to suit himself shall be entitled to the provisions of subclause (a) (3) only.

(c) At least seven days' notice shall be given to a worker required to permanently transfer from one station to another.

(d) A worker shall not be transferred for a lesser period than three months. If required to work temporarily at another depot for relief or other purposes for a lesser period, he shall be paid lodging allowance as per Clause 12.

(e) Workers transferred for a period exceeding three months but which is not expected to exceed six months, for purposes of meeting seasonal or exceptional or temporary traffic, and not moving their permanent homes, will be paid a weekly allowance of 25s. in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.

Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in the foregoing paragraph, shall in no case exceed the allowance payable under Clause 12.

(f) Any worker who has been stationed in the goldfields areas for a period exceeding three years shall be entitled to a transfer to the metropolitan or a coastal depot, and such transfer shall, upon request, be arranged as soon thereafter as the exigencies of the service will permit.

19.—*District Allowances.*

(a) Workers stationed at—

(i.) Merredin or eastward or northward thereof on the Eastern District Goldfields line, as far as Goongarrie; or

(ii.) On the Hopetoun-Ravensthorpe railway; or

(iii.) On the Esperance-Salmon Gums railway; or

(iv.) At Marne or northward or northward and eastward thereof, as far as Mt. Magnet, on the Murchison Goldfields line, or northward or westward of Marne, as far as Ajana or Yuna, except within a distance of 20 miles from Geraldton by rail

shall receive a district allowance of one shilling and sixpence per day for seven days a week.

(b) Workers stationed—

(i.) On the Eastern Goldfields line northward of Goongarrie; or

(ii.) On the Murchison Goldfields line northward or eastward of Mt. Magnet

shall receive a district allowance of one shilling and ninepence for seven days a week.

(c) District allowance shall not apply where the worker is absent without pay unless such absence is due to sickness and does not exceed three months.

(d) Workers leaving the service for any cause and due for payment in lieu of holidays shall not be paid district allowance for the period of such holidays.

20.—*Holidays.*

(a) Unless by mutual agreement between the Commissioner and the Union to the contrary, every worker shall, after twelve months' continuous service, be granted two weeks' leave on full pay each year, the whole of which shall be taken at one time in each year: Provided always that with the consent of the Commissioner, holidays may be allowed to accumulate for two years. Two extra days' annual leave shall be granted to workers stationed at Yalgoo and Goongarrie and eastward or northward thereof, and on the Hopetoun-Ravensthorpe Railway, and on the Esperance-Salmon Gums Railway.

(b) Drivers and firemen after twelve months' service shall be allowed an additional four days' holidays in each year on full pay, subject to good conduct.

(c) Workers shall be paid for holidays at the rate of pay they are drawing at or immediately before the time when such holidays are taken.

(d) Every worker, after six months' continuous service, shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the twelve months.

(e) Every year prior to the 30th June a statement shall be posted in each shed showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the 30th June each year, and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.

(f) Workers are not to be booked on holidays for more than one year in succession between 30th April and 1st September, except at the request of the worker. Holiday lists are not to be departed from, except for reasons of sickness, accident, or traffic requirements not foreseeable at the date of preparing lists.

(g) With the approval of the Head of the Branch, any worker may exchange dates with another.

(h) Sunday conditions shall apply to Good Friday, Christmas Day, and Labour Day (*i.e.*, first day of May or first Monday thereafter), and one day shall be added to the annual leave for each Good Friday or Christmas Day so worked: Provided that a worker who returns to his home station or finishes a shift at his home station not later than 4 a.m. on either of these two days, and is not again booked on duty that day, shall be treated as having had a paid holiday.

(i) Any worker shall not be booked up for a paid holiday when standing off duty at a foreign station.

(j) No deduction shall be made from annual holidays for the period a worker is off duty through sickness, unless the absence exceeds three calendar months.

(k) Any worker who may resign or be dismissed from the service for any cause other than for peculation shall be entitled to receive payment for any holidays which may have been due up to the time of leaving the service: Provided always that if the worker has been dismissed for peculation no claim for holidays shall be recognised.

21.—*Extended Leave of Absence.*

Any worker who has been two years or more in the service of the Commissioner may, on application, be granted, in addition to his annual leave, extended leave of absence without pay for a period not exceeding twelve months. Failure on the part of a worker to return to his duty within the specified period of leave granted shall be regarded as a resignation and shall be so treated.

22.—*Absence through sickness.*

(a) Any worker being unable to attend to his duty through sickness shall notify the Locomotive Officer on duty at least three hours before the time he is booked for duty, and he shall also satisfy the Locomotive Officer that he is unfit to attend to his duties, and if called upon, shall provide a medical certificate that he is unable to perform his duties through sickness.

(b) Any worker so absent shall not again be booked up for duty unless he notifies the Locomotive Officer not later than noon on any day that he is fit to resume.

(c) Any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

23.—*Free Passes, Privilege Tickets, etc.*

1. *Free Passes.*—(a) After twelve months' continuous service, all drivers and any ex-driver who has been regressed (either through reduction in the number of drivers or for physical disability) shall be allowed annually first class passes, and all other workers, second class passes, as under:—

One station to station pass on the occasion of the annual leave to cover the full term of leave due.

Two privilege passes from one given station to another and return.

In addition to the worker, the passes shall be available for his wife and members of his family under eighteen years of age unmarried, unmarried daughters over eighteen years of age, and the mother of a worker, provided they are resident with and dependent upon him for support.

A widower with his child or children resident with him, and who regularly employs a housekeeper may, at the discretion of the Commissioner, be granted passes for such housekeeper; in like manner an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station to station pass for his wife and dependents, as mentioned in subclause (a) hereof, where it is inconvenient for both to travel at the same time.

(c) Workers who have not had an opportunity of allowing their holidays to accrue owing to having taken leave on individual public holidays shall be granted their station to station pass when on special leave up to fourteen days.

(d) After six months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service. Should a worker through illness be unable to use his station to station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holidays.

(f) On production of a certificate from the General Secretary of the Railway Institute, passes shall be issued to a worker for the sole purpose of attending approved classes at the Railway Institute.

(g) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch, for the purpose of obtaining medical attention.

(h) Free passes shall not apply to Race Specials, Guaranteed Specials, or Special Excursion trains, within a fifty miles radius, or when in the opinion of the station-master at the station where the worker desires to commence his journey there is not ample room on the train.

2. *Market Passes.*—(i) Workers stationed outside suburban areas will be issued market passes once per month to the most convenient market town. The passes may be issued in favour of the worker, his wife, or his housekeeper, and children between the ages of five and fourteen years. A worker's wife or housekeeper may be granted a market pass once per fortnight if required.

3. *Free Freight.*—(j) Domestic supplies, up to a maximum weight fortnightly of 2 cwt. for married men, and 1 cwt. for single men, shall be carried free by rail to home station from the most convenient market town and, in addition, meat, bread, vegetables, and dairy produce, when not obtainable locally, shall be carried free from the nearest town where same are procurable.

All such supplies must be for the sole use of the worker and his family.

4. *Market Towns.*—(k) The following shall be approved market towns:—Fremantle, Perth, Northam, Merredin, Southern Cross, Kalgoorlie, Bunbury, Collie, York, Beverley, Pingelly, Narrogin, Wagin, Katanning, Albany, Geraldton, Mullewa, Cue, Port Hedland.

5. *Privilege Tickets.*—(l) After six months' continuous service a worker shall be allowed privilege return tickets for himself, wife, and members of his family under eighteen years of age, also unmarried daughters over eighteen years of age, provided they are resident with and dependent upon the worker's earnings. The charge for privilege tickets to be half the single fare for the return journey, with a minimum of 1s. for adults and 6d. for children.

(m) For the purpose of this clause a member of the family shall be deemed to be dependent provided such member's income does not exceed fifteen shillings per week, exclusive of old age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

24.—*Season Tickets.*

Second class season tickets at half the ordinary season ticket rates shall, on application, be issued to any worker to enable him to travel between the place of occupation and the station nearest to which he resides.

25.—*Hours of Duty and Overtime Payment.*

(a) All time (exclusive of Sunday time) worked in excess of forty-four hours in any one week shall be paid at the rate of time and a-quarter.

(b) All time worked in excess of eight hours in any one shift shall be paid for as under:—

First two hours—Time and a-quarter.
Next two hours—Time and a-half.
Thereafter—Double time.

(c) Time worked between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and a-half.

(d) The Commissioner shall arrange as far as practicable that shifts shall not exceed eight hours, and except in cases of emergency, where relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten hours.

(e) Time on which overtime rates as per subclause (b) is payable will not be subject to the extra rate provided for in subclause (a).

(f) The Commissioner shall guarantee to each worker a full week's work of forty-four hours, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of his employees, or for any other cause beyond his control, he is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.

(g) An employee of the Commissioner (such employee to be a member of and to be nominated by the Union) shall be permitted to attend the Departmental Biennial Timetable Conference as representative of the Union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The employee so acting shall be paid by the Commissioner his ordinary wages, travelling time, and expenses as provided in this Agreement.

26.—*Seventh Shifts.*

(a) Six shifts will constitute a week's work, except in special cases of unavoidable short runs, such special cases to be arranged between the Commissioner and the Union.

(b) If less than forty-four hours have been worked in the six shifts, the time for the six shifts will be made up to forty-four hours, and the seventh shift will be paid for at—

(i.) Ordinary rate for time equivalent to time made up;

(ii.) Overtime rate for balance.

(c) Where train crews (excepting those employed on shunting engines) work a continuous shift—Sunday into Monday—such shift, unless it extends into four hours on Monday, will not be counted as one of the six week-day shifts.

27.—*Duty in excess of ten hours.*

Each month the Head of the Branch will, on receipt of a request from the General Secretary of the Union, supply a statement showing all instances where workers have been kept on duty longer than ten hours continuously.

28.—*Permanent Staff.*

All workers over twelve months in the service shall be placed on the permanent list, and shall be entitled to all privileges of permanent workers.

29.—*Knowledge of Roads.*

Should the requirements of the service necessitate that a driver shall run over a road with which he is not fully acquainted, he shall be provided with a pilotman. Such pilotman shall be either a locomotive inspector, driver or fireman authorised to drive. In cases where a driver is removed from one depot to another he shall be given facilities to learn the road without loss of his driver's pay.

30.—*Examination.*

(a) Each driver, fireman, or cleaner who is called on for examination shall have fourteen days' notice of the date on which he will be examined, and sample questions given for each subject.

(b) Each candidate shall be allowed to try three times at intervals not exceeding four months. If he does not pass, a further trial shall be allowed at the expiration of twelve months from the previous examination. If then unsuccessful, he shall be considered to have finally failed.

(c) All questions shall be put clearly and without ambiguity, and each candidate shall be allowed all reasonable latitude in asking the examiner to make each question clear; and a driver, member of the Union, shall be present at all viva voce examinations, but he shall not in any way interfere with or interpose in the conduct of the proceedings.

(d) The candidate who fails to pass his examination shall be furnished with a copy of the questions he failed to answer correctly.

(e) A worker who has lost his seniority through failing to pass the examination shall, on subsequently passing, be classified next to the worker who passed examination previously to him.

(f) The examiner shall be appointed by the Head of the Branch, to whom he shall report fully the result of such examination, and the decision of the Head of the Branch shall be final.

31.—*Preparing and Stabling Engines.*

(a) Each driver and fireman shall, if required to do the work, be granted the following allowance for preparing and stabling engine over and above the time required by the Traffic Branch:—

Preparing:
- Garret type engines—75 minutes
- Other main line engines—45 minutes (to apply to shunting engines prepared for running on main line).
- Shunting engines—30 minutes.

Stabling:
- Garret type engines—45 minutes.
- All other engines—30 minutes.

(b) When stabling engines at outstations (that is, where less than six engines are stabled), a half hour extra shall be allowed the fireman for banking fire, or cleaning fire, ash-pan, and smoke-box.

(c) When a fireman has to raise steam in a boiler at a foreign depot he shall be allowed two hours in addition to ordinary preparing time in case of a cold boiler, and one and a-half hours in case of a warm boiler. A boiler which has been out of traffic for twenty-four hours shall be regarded as a cold boiler.

(d) Provided that the Commissioner may relieve drivers and firemen from duties of preparation and stabling and employ other workers who are qualified drivers and firemen to carry out such duties.

32.—*Special Shed Duty.*

(a) At sheds where six or more engines are stabled, the duties of cleaners shall be to clean engines, scour fronts, light-up engines, attend to water and steam as may be arranged and directed by the officer-in-charge.

(b) The duties of drivers and firemen, where six or more engines are stabled, when stabling engines, shall be to turn engines, examine engines over pit, take water, lock away all tools, and place engine for coal or in shed, as the case may be. The banking of fire shall be done by the fireman, whose duties shall be to keep all cab fittings, etc., on the footplate in a clean condition from the time of leaving shed until return thereto.

(c) At sheds where less than six engines are stabled, the duties of cleaners shall be to clean engines, light-up, attend to water and steam. Cleaners may also be used for fueling and other work, subject to the conditions of clause 9 (a).

(d) Cleaners working with shed drivers employed in marshalling engines at principal depots (Perth, Northam, Kalgoorlie, Geraldton, Bunbury and Narrogin), shall be paid fireman's rate of pay; this duty to be called "shed firing."

(e) At sheds where less than six engines are stabled, the duties of the fireman will be to clean out smoke-boxes and ash-pans, scour fronts, and keep all fittings, etc., on the footplate clean, take coal and water, bank fires. After a fireman has been on duty for more than eight hours, he shall be relieved of the duty of cleaning fires, smoke-boxes, and ash-pans, unless the case is one of emergency and it is not possible, in the circumstances, for other arrangements to be made to carry out such work.

(f) At sheds where less than six engines are stabled, the duties of the drivers will be to turn engines, examine engines over pits, put engines in position to take coal and water, and stable engines.

(g) In addition to the foregoing, drivers and firemen, when stabling engines, may, provided they have not been on duty in excess of eight hours, be called upon to perform any other duty appertaining to their respective grades, and time allowance shall be made for so much of such work as cannot be performed in the period allowed for stabling.

(h) The work of cleaning fires and ash-pans of engines going into locomotive depots shall be done by the shed staff, where such labour is now available.

33.—*Discipline.*

The Head of the Branch shall have power to reprimand, fine, suspend from duty, reduce in grade, or dismiss any worker, and to remove any driver or fireman from a locomotive footplate: Provided always that the notification to a worker of any such action shall be in writing, and shall state the reason of same being taken.

34.—*Charges against Workers.*

(a) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(b) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing, such worker shall either be furnished with a copy of such statement or be allowed to take a copy of it.

(c) If in the opinion of the foreman the action of any worker should be reported to the Head of the Branch, it shall be done—

(1) Where a worker is stationed at a main depot, within seven days of the foreman's first knowledge of the occurrence.

(2) Where the worker is stationed at a sub-depot, within ten days of the person's-in-charge first knowledge of the occurrence.

The worker shall at the same time be notified by the foreman that he is reported, otherwise such report shall be null and void: Provided that when a worker reports on his daily running sheet an irregularity or other occurrence in which he is concerned to the Department, it shall not be necessary for the foreman to notify such worker that he has been reported to the Head of the Branch. When a charge has been made against any worker, he shall be supplied with a copy of such charge and any reports upon which it is based.

(d) If a final decision in any case in which a charge has been made against a worker be not given within three calendar months of the occurrence of the offence, the charge in question shall lapse.

35.—*Secretary's Leave and Pass.*

The Commissioner will grant leave on full pay for a continuous period, or otherwise, of thirty days in each year to the Secretary (should such Secretary be a railway servant) to enable him to attend exclusively to the Union work, and a free pass will be issued to the Secretary, whether a railway servant or not, for that period, but may be withdrawn at the Commissioner's discretion, such pass to be used exclusively for Union work and not for political purposes.

36.—*Union Notices.*

Notices relating to meetings or classes in connection with the Union shall be allowed to be exhibited at such places as may be approved by the Commissioner.

37.—*Port Hedland-Marble Bar Railway.*

(a) Workers stationed on the Port Hedland-Marble Bar Railway shall be paid the maximum rate of wage prescribed for their respective grades, together with a district allowance of five shillings per day for seven days per week.

(b) Such workers when booked off at a foreign station shall be allowed six shillings and sixpence for the first thirty hours where barracks are provided, and eight shillings and sixpence where barracks are not provided, in lieu of five shillings and seven shillings as provided in clause 12, and fourpence per hour for any succeeding hour or part thereof.

(c) An extra two weeks' leave on full pay shall be granted annually to such workers; such leave to be counted from the time of booking off duty at home station.

In witness whereof the said parties to this Agreement have hereunto set their hands and seals this twenty-seventh day of August, one thousand nine hundred and twenty-six.

The Common Seal of the Commissioner of Railways was hereunto affixed by—

[L.S.] E. A. EVANS,
Deputy Commissioner of Railways.

In the presence of—
A. A. Letch.

The Common Seal of the West Australian Locomotive Engine-drivers, Firemen's, and Cleaners' Union of Workers was hereto lawfully affixed by—

W. RUDINGER, General President.
[L.S.] H. S. LOFTUS, Vice-President.
JAS. J. KENNEALLY, General Secretary.

ASSEMBLERS (R. PURSER & CO.)

(Registered 30th August, 1926.)

No. 29/26.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-25," this first day of August, 1926, between Richard Purser and Company, of Bassendean, hereinafter called the Employer, of the one part, and the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, hereinafter referred to as the Association, of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree as follows:

1.—*Area.*

This Agreement shall have effect over the area comprised within a radius of 12 miles of the G.P.O., Perth.

2.—*Term.*

The currency of this Agreement shall be for three years from the date hereof; provided that at any time after the expiration of twelve months from the date hereof either party may open negotiations to alter or amend same.

3.—*Workers' Schedule.*

The minimum rate of wages shall be:—

Labourers—Men handling cases, opening same, trucking and loading machines—14s. 2d. per day.

Assemblers—15s. 2d. per day.

Junior Assemblers (not messengers or truckers).—In proportion of one to every four or fraction of four assemblers. The minimum rate of wages paid to a junior assembler shall be:—

Under 16 years of age—6s. 4d. per day.
16 years to 18 years—8s. 5d. per day.
18 years to 21 years—10s. 6d. per day.

Any adult assembler using oil engine to run machines under instructions from Foreman shall be paid 1s. per day extra while engaged on that work.

Overtime shall be paid at the rate of time and a-half for the first four hours and double time thereafter.

Holidays.—The following days shall be recognised as holidays, and the usual rate of pay shall be paid for same:—Christmas Day, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Eight Hours' Day. The Warehouse will also be closed on the following three days:—Anniversary Day, King's Birthday, and Boxing Day. If any work is done on any of these three days at the wish of the employer, it will be paid for at time-and-a-half. Any work done on the other six days mentioned will be paid for at double rates, but should any arrangement be come to with the employer, at the desire of the employees in writing that work should be done on any of these three days, the usual rate of pay only shall be paid.

One week's leave on full pay.—After 12 months' continuous employment in the warehouse each employee to have one week's holiday on full pay quite apart from Christmas and Easter holidays already mentioned, but the said week's holiday is not to be taken during the harvest season but at such time as most convenient to the employer, arranged for by the Warehouse Foreman.

A proportionate holiday of one-and-a-half days' pay for every three months' continuous work to be granted casual employees at full pay.

Constitution of week's work.—48 hours will constitute a week's work, to start and finish as may be arranged by the Foreman, but no day shall exceed 8¾ hours and Saturday work to finish at noon.

Sunday work.—Any work double time.

Tools.—All tools required by employees in connection with any work required to be done in the Warehouse will be provided by the employer and must not be removed from the Warehouse.

Settlement of Disputes.—Should any question or dispute arise out of this Agreement, or any matter not provided for herein it shall be referred to the employer by delegates consisting of not less than three of the employees, together with the Secretary of the Union, and the decision arrived at shall be final, but nothing in this clause shall be construed as interfering with any rights of either of the parties to proceed for a penalty for a breach of this Agreement.

Signed for and on behalf of The Coastal District Committee Amalgamated Society of Engineers Industrial Association of Workers, in the presence of,—

John H. B. Johnson, J.P.

H. BALINSKI,
President.

[L.S.]

S. FAULL,
Secretary.

Signed for and on behalf of Richard Purser and Company, of Bassendean, in the presence of,—

S. J. Faithful, J.P.

RICHD. PURSER.

BUILDERS' LABOURERS (VARIATION OF INDUSTRIAL AGREEMENT No. 22 of 1924).

(Registered 16th September, 1926.)

No. 30 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 14th day of September, one thousand nine hundred and twenty-six, between The Master Builders and Contractors' Association of Employers (hereinafter called "The Employers"), of the one part, and The Builders Labourers' Union of Workers, of Perth, Western Australia (hereinafter called "The Union"), of the other part: Witnesseth that the said Employers and the Union have mutually agreed to vary the Agreement made on the first day of September, one thousand nine hundred and twenty-four, and numbered No. 22/24 in the Industrial Register; and, further, it is witnesseth, that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Hours.*—The working hours shall be forty-four per week, to be worked from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m., on Mondays to Fridays inclusive, and from 7.45 a.m. to 11.45 a.m. on Saturdays.

2. *Wages.*—The minimum rates of wages payable shall be:—

(a) Leading labourers, *i.e.*, scaffolders, riggers, dogmen, concretors, gear hands, hod carriers, mortar mixers, men wheeling to the lift, serving and attending bricklayers, masons, plasterers, rubble wallers, men engaged on the lifting of steel stanchions, girders, and principals when such work is a part of the Contractor's contract and under his direct control—Two shillings and twopence per hour.

(b) General labourers, comprising men engaged as builders' labourers not included under Subclause (a) above—One shilling and elevenpence half-penny per hour.

(c) Workers mentioned in (a) of Clause 2 above not to be reduced to the lower wage when required to do any other class of work.

(d) *Gear Hand.*—This shall mean an employee who is engaged in the rigging of gear ropes and tackle, or cranes, winches, derricks, and the repairing of splicing of slings or necessary gear in connection with buildings.

3. *Overtime.*—(a) Any tradesman or labourer referred to in paragraph (2) "Wages" who is required to work before the commencing time or after the finishing time mentioned in paragraph (3) "Hours" shall receive as follows: for the first hour time and a quarter, for the next two hours time and a half; double time thereafter until the ordinary commencing time.

(b) Any tradesman or labourer who is required to work on a Saturday after 11.45 a.m. or Sunday, or any of the following days—Christmas Day, Boxing Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, and Union Picnic Day, shall be entitled to receive payment at the rate of double time for all time worked on those days.

4. *Area.*—This schedule of wages, hours, and working conditions shall have effect over the area comprised within a radius of twenty-five miles from the General Post Office, in the City of Perth.

5. *Payments.*—All wages shall be paid weekly, either on the job or at the Employer's place of business, but wherever paid they shall be paid to the workmen not later than fifteen minutes after leaving off work.

This clause for payment shall also apply to workmen who perform less than a week's work, and shall be paid to the worker not later than fifteen minutes after leaving off work.

6. *Notice.*—For the purpose of terminating employment one hour's notice shall be given on either side, except only that the Employers may summarily dismiss a worker who is guilty of misconduct.

7. *Country Work Award.*—When any worker is sent by his Employer or is engaged by his Employer to go to a job at such a distance that he cannot return to his home each night unless the Employer shall provide board and lodging, he shall be paid, in addition to his regular wages, 6s. per day for the first seven days and 30s. per week thereafter. The Employer shall pay all fares and travelling time. Provided that such travelling time shall be limited to eight hours in any one day. The Employer shall also provide free transport for the employee's tools.

8. *Record Book.*—The Employer shall make and keep a record, showing the name of each worker and the hours worked by him and the amount paid to each worker. Such record shall be signed by the worker and shall be open for inspection by the representative of the Union during working hours.

9. *General.*—(a) Proper sanitary arrangements shall be made on each job by each Employer for the convenience of the workmen.

(b) The Employer shall provide on each job hot water for the purpose of making tea at meal times.

(c) The Employer shall provide a place on each job for the safe keeping of the tools of the worker when not in use.

(d) The Employer shall provide a shelter for the convenience of the workmen from inclement weather.

(e) Any workman engaged on sewer work or furnace work or underpinning shall be entitled to receive payment of 10 per cent. over the rates hereinbefore mentioned.

(f) Any workman employed on a job who is definitely requested or ordered by the Employer or his authorised foreman or agent to wait on or report at a given hour or time for the purpose of commencing or resuming work, shall be entitled to receive payment at full current rates for all time lost, if he cannot be started, providing that he fully complies with such request or order.

(h) Definition of Sewer Work.—Where a worker is engaged on man-holes and shafts: Provided that the depth of same is over 20 feet in the case of an open cut and 10 feet in the case of tunnel work.

(i) Wet Ground.—When working in any place where water is continually dripping so that the clothing becomes wet with soakage, or where there is water under foot so that the feet of the workmen become wet.

This subclause shall not apply to natural ground surface made wet by rain.

10. *Term.*—The term of this Agreement shall be for one year from the first day of September, one thousand nine hundred and twenty-six: Provided, however, that any party hereof may, after the expiration of twelve months from the commencement of this Agreement, and after the expiration of any subsequent period of twelve months therefrom, make application to the Court of Arbitration for a variation hereof.

In witness whereof the parties hereto have hereunto set their hands the day and year first hereinbefore written.

The Common Seal of the Master Builders and Contractors' Association Industrial Union of Employers was hereto affixed in the presence of—

F. E. Sedgley.
W. L. Brine.
P. Barrett, Secretary.

MASTER BUILDERS AND CONTRACTORS' ASSOCIATION UNION OF EMPLOYERS.

The Common Seal of the Builders Labourers' Union of Workers was hereto affixed in the presence of—

[SEAL] J. ETHELL, President.
J. McCANN, Secretary.

SHOP ASSISTANTS (NORTHAM).

(Registered 28/9/26.)

(*Amendment of Agreement No.* 43 *of* 1925.)

No. 31 of 1926.

THIS Industrial Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," between the Shop Assistants and Warehouse Employees' Industrial Union of Workers, Northam Branch (hereinafter called the Union), of the one part, and D. G. Carter & Co., W. Potter & Co., W. S. Dale, J. J. Golding & Co., B. P. Chidlow, Northam Co-operative Society, Northam Shoe Stores, Ezywalkin Ltd., S. D. Rash & Co., and Roger Bros., being persons, firms, or companies carrying on retail businesses in the State of Western Australia (hereinafter called the Employers), of the other part: Whereas an Industrial Agreement numbered 43/1925 was made on the 6th day of July, 1925, between the Union and the Employers, registered at the Court of Arbitration of Western Australia and made a Common Rule on the 22nd day of October, 1925: Now it is hereby agreed by and between the parties hereto:—

1. That Industrial Agreement numbered 43/1925 be and the same is hereby amended in the following particulars, namely, that clause 4, "Hours," be deleted and the following clause substituted:

   Clause 4, Hours.—The ordinary working hours for Shop Assistants shall be in conformity with "The Factories and Shops Act, 1920," in so far as the provisions of that Act limit the number of hours which Shop Assistants may be employed during any one day or any week, but the time for commencing work shall not be earlier than 8.30 a.m. and the time for finishing work shall not be later than 6 p.m. on every Monday, Tuesday, Wednesday and Thursday, and 9 p.m. on Friday and 1 p.m. on Saturday.

2. The term and area covered by this Agreement shall be identical with that of Industrial Agreement numbered 43/1925, and this Agreement shall be read with and be supplemental to that Agreement.

In witness whereof the parties hereto have hereunto set their hands, this first day of September, 1926.

The Common Seal of the Shop Assistants' and Warehouse Employees' Industrial Union of Workers (Northam Branch), was hereto affixed in the presence of—

[Seal.] H. E. GROW, President.
N. B. FURZE, Secretary.

Signed for and on behalf of D. G. Carter & Co., in the presence of—K. Hill.

D. G. CARTER & CO.,
per G. Franklyn.

Signed for and on behalf of W. K. Potter & Co., in the presence of—M. Mardon Baker.

W. POTTER & CO.
W. K. Potter.

Signed for and on behalf of W. S. Dale, in the presence of—R. B. James.

W. S. DALE.

Signed for and on behalf of J. J. Golding & Co., in the presence of—E. Sanders.

P. J. GOLDING.

Signed for and on behalf of B. P. Chidlow, in the presence of—H. Conroy.

B. P. CHIDLOW.

Signed for and on behalf of Northam Co-operative Society, in the presence of—W. Bradfield.

For the Northam & District Industrial
Co-operative Society, Limited.
C. W. LANE, Manager.

Signed for and on behalf of Northam Shoe Stores, in the presence of—D. Freedman.

For and on behalf of Berryman's, Limited.
M. EASTMAN, Director.

Signed for and on behalf of Ezywalkin, in the presence of—A. Downey.

EZYWALKIN LIMITED, NORTHAM.
Per W. S. Sale, Manager.

Signed for and on behalf of S. D. Rash & Co., in the presence of—D. Casley.

S. D. RASH.

Signed for and on behalf of Roger Bros., in the presence of—K. Munro.

ROGERS BROS.,
per J. A. Rogers.

CONFERENCE OF MINISTERS OF LABOUR ON HOURS OF WORK IN INDUSTRY.

Extract from "The Ministry of Labour Gazette," Vol. XXXIV., No. 4.

As stated in the February issue of this "Gazette," H.M. Government decided to invite the Belgian, French, German and Italian Governments to appoint representatives to attend a conference to consider how far it was possible to secure an international agreement for the regulation of hours of labour in industry. Representatives of the International Labour Organisation were also invited to be present.

The Conference met in London on the 15th March, when the proceedings were opened by the Prime Minister. Sir Arthur Steel-Maitland, the British Minister of Labour, was then appointed Chairman, and the Conference decided to examine the Washington Hours Convention, article by article.

The Conference came to an end on the 19th March, when Sir Arthur Steel-Maitland made the following concluding statement:—

"The Government of Great Britain decided to convene this Conference because it desired to see how far it was possible to secure agreement amongst the principal industrial States as to the principles upon which there could be based an International agreement for the regulation of hours of labour. This was without prejudice to other nations. It is no doubt desirable to obtain agreement among others than those invited, but the possibility of agreement among the four nations here present with us is indispensable if a wider measure of agreement is to be obtained.

In particular, the British Government felt it necessary to examine the difficulties surrounding the Washington Convention and to ascertain to what extent is would be practicable to ensure uniformity of interpretation, combined with assurances as to effective operation and enforcement.

I am sure that we all agree that the Conference has been able greatly to advance the consideration of the whole question of hours of labour from the international standpoint, and I acknowledge with cordiality and gratitude the co-operation of my colleagues to that end. I gladly assure them I shall for my part submit the conclusions of the Conference to my Government, and I venture to express the hope that the other Ministers present will find themselves able to do likewise."

After replies from the other members of the Conference, the following record of the conclusions of the Conference, registering the agreements reached, was signed:—

Article I.—It is agreed that the Convention applies to all industrial undertakings, whatever the number of persons employed, except those in which only members of the same family are employed.

It is agreed that the ordinary postal, telegraph and telephone service is outside the scope of the Convention, but that constructional, maintenance and repair work in connection with the postal, telegraph and telephone service is covered by it.

Article II.—It is agreed that working hours are the time during which the persons employed are at the disposal of the employer; they do not include rest periods posted in accordance with Article VIII., during which the persons employed are not at the disposal of the employer.

Article V.—It is agreed that the provisions of Article V. may be applied to the building trade.

Article VI. (a).—The expression "essentially intermittent work" used in Article VI. should be interpreted in a restrictive sense.

It applies only to occupations such as those of doorkeepers, watchmen, works firemen and other workers, which are not concerned with production properly so-called, and which, by their nature, are interrupted by long periods of inaction during which these workers have to display neither physical activity nor sustained attention, and remain at their post only to reply to possible calls.

Article VI. (b).—It is agreed that the maximum limit to the number of additional hours that may be worked under Article VI. (b) is within the competence of national law.

It is agreed that the obligation as to the rate of pay for overtime imposed by the Convention applies only to the additional hours contemplated by Article VI. (b).

It is agreed that the minimum additional rate of 25 per cent. for overtime provided for in Article VI. is obligatory.

Five-day Week.—A table fixing hours of work over a longer period than the week may be drawn up in a manner similar to that provided for in Article V. in order to distribute the hours of work in each week over five days, or in two weeks over eleven days, it being understood that the average working hours may in no case exceed 48 per week.

Weekly Rest Day.—It is agreed that any hours over and above the weekly limit of 48 which are required by the nature of the services rendered to be worked on the weekly rest day other than hours covered by Articles II. (c), III., IV. and V., shall be treated either as hours to be dealt with under the provisions of national legislation relating to the weekly rest day or as hours to be dealt with under the provisions of Article VI.

Railways.—It is agreed that railways are covered by the Convention. In so far as Article V. and Article VI. (a) are not sufficient for the needs of the railways, the necessary overtime is permissible under Article VI. (b).

Time Lost by Holidays.—It is agreed that in cases where a State allows hours to be worked in excess of 48 per week in order to make up time lost by reason of holidays (other than national holidays or holidays with pay), such hours must be included in the maximum number of hours' overtime fixed in virtue of Article VI., and must be paid for at the overtime rates laid down in the said Article.

Article XIV. —(1.) It is agreed that each Government will insert Article XIV. in their legislation to carry out the Convention.

(2.) It is agreed* that use can only be made of Article XIV. in case of a crisis which affects the national economy to such an extent that it threatens the existence of the life of the people. An economic or commercial crisis, however, which concerns only special branches of industry cannot be regarded as endangering the national safety within the meaning of Article XIV., so that in this case the suspension of the Convention would not be justified.

It is agreed that the English, French, German and Italian texts shall be equally authoritative.

It is further agreed by the representatives of the Governments participating in the Conference that they will report to their respective Governments the conclusions, as set out above, which the Conference has been able to reach, so that those Governments who have not ratified the Convention may, taking account of the agreements reached, be in a position to proceed with their consideration of the question of the ratification of the Washington Convention.

The conclusions of the Conference will also be reported formally to the International Labour Office by the British Government, which took the initiative in summoning the Conference.

* Provisionally on the part of Great Britain.

CHANGE IN LONDON BUILDING TRADE HOURS.

Extract from "Monthly Labour Review" (U.S. Department of Labour), Vol. XXII., No. 1.

Since August, 1933, the English building trades have been working under an agreement which set the normal week at 44 hours, except during the part of the year when daylight saving, known in England as summer time, prevails, when it was lengthened to 46½ hours. This worked out at approximately seven months under the shorter, and five months under the longer schedule. The unions accepted the arrangement very reluctantly, claiming that 44 hours should be the maximum throughout the year, and in London many of the rank and file refused to work the longer hours. For two years there has been friction and unrest over the summer hours, and the effort to enforce them has been attended with continual trouble. Recently, however, an agreement was signed by the London master builders' association and the two bodies in which the London building workers are organised, which it is hoped will not only settle this dispute, but go far toward restoring peace in the industry. The "Manchester Guardian," in its issue for November 13, 1925, gives an outline of the new arrangement:

Under the new agreement a 44-hour week is fixed for all the year round, but the men agree that overtime of two hours a day at time and a-quarter pay shall be permitted for the first five working-days of the week. All the unions, except the plasterers, have agreed to the proposals.

Steps are being taken to have the form of the terms copyrighted, so that no party outside the agreement may be in a position to use it for encouraging men to leave their jobs or to become parties to using it for other ends.

Apprentices are not affected and will be encouraged to leave work early if they are disposed to attend evening classes. It has been agreed, however, that overtime should continue until the abnormal demand for labour in the building industry ceases, but that overtime should only be permitted in shops or on jobs where notice has been posted by authority of the joint signatories to the agreement. No employee, moreover, shall be dismissed on account of his objection to work overtime.

MINIMUM WAGE ACT FOR MALE WORKERS IN BRITISH COLUMBIA.

(Extract from "The Ministry of Labour Gazette," Vol. XXXIV., No. 4.)

The Government of British Columbia, which has had a minimum wage Act for women since 1918, passed a similar Act for male workers on 19th December, 1925.* This is noteworthy as being the first Canadian minimum wage Act to deal with adult male workers. The Act applies to all adult males who are in receipt of, or entitled to, any compensation for labour or services performed for another, in all occupations other than those of farm labourers, fruit pickers and packers, fruit and vegetable canners, and domestic servants.

The Board of Adjustment† constituted under the Hours of Work Act, 1923, is to ascertain the wages paid to workers in the various occupations, and fix a minimum wage for each class of worker. It may establish a different minimum wage for different conditions and time of employment. The Board has wide powers for conducting all necessary inquiries, subpœnaing witnesses, etc. Provision is made for fixing lower rates for sub-normal workers, part-time workers, and apprentices.

The orders of the Board are to be published in the official *Gazette* and take effect thirty days after the date of publication. Employers have to keep correct records of the wages paid to, and the hours worked by, each person employed by them, and must produce such lists if requested to do so by the Board of Adjustment.

Any employer who contravenes an order of the Board by paying wages at less than the minimum rates fixed by the Board is liable to a fine of not less than 50 and not more than 500 dollars for each worker affected, and in default of immediate payment of the fine, to imprisonment for a period of from two to six months. If a worker is paid less than the minimum wage which is due to him under the Act, he is entitled to recover from his employer, in a civil action, the difference between the amount paid and the amount of the minimum wage due to him, together with the costs of the action.

---

*An Act respecting a Minimum Wage for Male Employees, No. 74, 1925. Victoria, B.C.

†The Board of Adjustment consists of three members; one is the Deputy Minister of Labour, the other two are appointed by the Government.

COST OF FOOD AND GROCERIES—JULY, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of July, 1926.

Compared with the preceding month (June, 1926), there has been a decrease for the thirty towns, considered as a whole, of 1.6 per cent. All the States with the exception of Queensland show decreases. The decrease was greatest in South Australia (4.1 per cent., followed in the order named by Victoria (2.4 per cent.), New South Wales (0.9 per cent.), and Western Australia and Tasmania (0.8 per cent.) The increase in Queensland amounted to only 0.1 per cent.

Compared with the corresponding month—July—of last year all of the States with the exception of Western Australia and Victoria show increases. The increase was greatest in Queensland (4.7 per cent.), followed in the order named by Tasmania (4.4 per cent.), New South Wales (3.5 per cent.), and South Australia (1.8 per cent.) The decrease in Western Australia amounted to 2.6 per cent., while in Victoria the index numbers are identical. The weighted average index-number for the thirty towns considered as a whole was 1849 in July, 1926, compared with 1814 in July, 1925—an increase of 1.9 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in July, 1926, compared with July, 1914; July, 1926, and June, 1926. In the last column the percentage increase in July, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (68.1 per cent.), followed in the order named by Victoria (62.2 per cent.), New South Wales (60.7 per cent.), Tasmania (57.4 per cent.), South Australia (52.0 per cent.), and Western Australia (37.1 per cent.) The actual cost of the regimen of food and groceries for the month of July, 1926, was highest in Western Australia and lowest in Victoria. In the case of individual towns the cost was highest in Kalgoorlie and lowest in Toowoomba. The increase in cost in the thirty towns considered as a whole from July, 1914, to July, 1926, amounts to 58.8 per cent.

RETAIL PRICE INDEXES.

(Based upon the Cost of Food and Groceries only—July, 1926.)

Retail prices index-numbers for each of the 30 principal towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	July, 1925.	June, 1926.	July, 1926.	Percentage increase from July, 1914, to July, 1926.
					%
Sydney	1153	1799	1882	1868	62·0
Newcastle	1147	1811	1868	1844	60·8
Broken Hill	1468	2180	2227	2151	46·5
Goulburn	1183	1782	1861	1809	52·9
Bathurst	1097	1711	1831	1803	64·4
Weighted Average—N.S.W. (5 Towns) ...	1165	1809	1889	1872	60·7
Melbourne	1106	1793	1838	1790	61·8
Ballarat	1103	1786	1849	1838	66·6
Bendigo	1107	1804	1842	1804	63·0
Geelong	1089	1752	1811	1792	64·6
Warrnambool	1087	1760	1826	1799	65·5
Weighted Average—Victoria (5 Towns) ...	1105	1792	1837	1792	62·2
Brisbane	1057	1737	1805	1803	70·6
Toowoomba	1041	1678	1779	1773	70·3
Rockhampton	1156	1767	1886	1907	65·0
Charters Towers ...	1246	1874	2034	2047	64·3
Warwick	1083	1680	1818	1807	66·9
Weighted Average—Queensland (5 Towns)	1082	1738	1818	1819	68·1
Adelaide	1250	1850	1974	1887	51·0
Kadina, etc.	1230	1882	1989	1954	58·9
Port Pirie...	1291	1963	2066	2040	58·0
Mt. Gambier	1064	1757	1891	1866	75·4
Peterborough	1340	1965	2047	2031	51·6
Weighted Average—S.A. (5 Towns) ...	1247	1863	1978	1896	52·0
Perth	1340	1959	1914	1897	41·6
Kalgoorlie...	1664	2169	2181	2181	31·1
Northam	...	2039	2091	2032	...
Bunbury	1418	1990	2072	2062	45·4
Geraldton	1445	2106	2036	2028	40·3
Weighted Average—W.A. (5 Towns) ...	1412	1987	1951	1936	37·1
Hobart	1211	1804	1901	1882	55·4
Launceston	1144	1785	1880	1873	63·7
Burnie	...	1838	1939	1921	...
Devonport	...	1854	1916	1899	...
Queenstown	1315	2051	2119	2101	59·8
Weighted Average—Tasmania (5 Towns)	1201	1811	1905	1890	57·4
Weighted Average—Australia (6 Caps.)	1152	1809	1873	1841	59·8
Weighted Average—Australia (30 Tns.)	1164	1814	1880	1849	58·8
*Townsville, Queensland	...	1954	2048	2037	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 23rd August, 1926.

COST OF FOOD AND GROCERIES—

August, 1926.

The results of the investigations made under the directions of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of August, 1926.

Compared with the preceding month (July, 1926) there has been a decrease for the thirty towns considered as a whole of 1.2 per cent. All the States with the exception of Queensland show decreases. The decrease was greatest in South Australia (2.8 per cent.), followed in the order named by Victoria (1.7 per cent.), Western Australia (1.5 per cent.), Tasmania (1.2 per cent.), and New South Wales (0.5 per cent.). The increase in Queensland amounted to 0.3 per cent.

Compared with the corresponding month—August—of last year all the States with the exception of Western Australia and Victoria show increases. The increase was greatest in Queensland (4.3 per cent.), followed in the order named by Tasmania (2.4 per cent.), New South Wales (2.1 per cent.), and South Australia (0.3 per cent.). The decrease in Western Australia amounted to 4.0 per cent., and in Victoria to 1.1 per cent. The weighted average index-number for the thirty towns considered as a whole was 1827 in August, 1926, compared with 1815 in August, 1925—an increase of 0.7 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in August, 1926, compared with July, 1914, August, 1925, and July, 1926. In the last column the percentage increase in August, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (68.6 per cent.), followed in the order named by New South Wales (59.9 per cent.), Victoria (59.4 per cent.), Tasmania (55.5 per cent.), South Australia (47.8 per cent.), and Western Australia (35.0 per cent.). The actual cost of the regimen of food and groceries for the month of August, 1926, was highest in Western Australia and lowest in Victoria. In the case of individual towns the cost was highest in Kalgoorlie and lowest in Melbourne. The decrease in cost on the thirty towns considered as a whole from July, 1914, to August, 1926, amounts to 57.0 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—

August, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (=1000).

Town.	July, 1914.	Aug., 1925.	July, 1926.	Aug., 1926.	Percentage increase from July, 1914, to August, 1926.
					%
Sydney	1153	1816	1868	1861	61·4
Newcastle	1147	1820	1844	1837	60·2
Broken Hill	1468	2177	2151	2062	40·5
Goulburn	1183	1799	1809	1820	53·8
Bathurst	1097	1723	1803	1794	63·5
Weighted Average—N.S.W. (5 Towns) ...	1165	1824	1872	1863	59·9
Melbourne	1106	1780	1790	1757	58·9
Ballarat	1103	1795	1838	1822	65·2
Bendigo	1107	1824	1804	1772	60·1
Geelong	1089	1755	1792	1762	61·8
Warrnambool	1087	1768	1799	1795	65·1
Weighted Average—Victoria (5 Towns)...	1105	1781	1792	1761	59·4

Retail Price Indexes—continued.

Town.	July, 1914.	Aug., 1925.	July., 1926.	Aug., 1926.	Percentage increase from July, 1914, to August, 1926.
					%
Brisbane	1057	1741	1803	1809	71·1
Toowoomba	1041	1733	1773	1791	72·0
Rockhampton	1156	1781	1907	1893	63·8
Charters Towers ...	1246	1888	2047	2042	63·9
Warwick	1083	1698	1807	1810	67·1
Weighted Average—Queensland (5 Towns)	1082	1748	1819	1824	68·6
Adelaide	1250	1832	1887	1833	46·6
Kadina, etc.	1230	1872	1954	1909	55·2
Port Pirie...	1291	1966	2040	1965	52·2
Mt. Gambier	1064	1764	1866	1861	74·9
Peterborough	1340	1960	2031	1970	47·0
Weighted Average—South Australia (5 Towns)	1247	1838	1896	1843	47·8
Perth	1340	1961	1897	1868	39·4
Kalgoorlie	1664	2139	2181	2139	28·5
Northam	...	2047	2032	2009	...
Bunbury	1418	2001	2062	2043	44·1
Geraldton	1445	2094	2028	2013	39·3
Weighted Average—Western Australia (5 Towns)	1412	1985	1936	1906	35·0
Hobart	1211	1813	1882	1854	53·1
Launceston	1144	1800	1873	1864	62·9
Burnie	...	1855	1921	1889	...
Devonport	...	1869	1899	1891	...
Queenstown	1315	2079	2101	2088	58·8
Weighted Average—Tasmania (5 Towns)	1201	1824	1890	1868	55·5
Weighted Average—Australia (6 Caps.)	1152	1808	1841	1819	57·9
Weighted Average—Australia (30 Towns)	1164	1815	1849	1827	57·0
Townsville, Queensland*	...	1936	2037	2022	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 27th September, 1926.

COST OF FOOD AND GROCERIES—

September, 1926.

The results of the investigations made under the directions of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of September, 1926.

Compared with the preceding month (August, 1926) there has been a decrease for the thirty towns considered as a whole of 1.2 per cent. All the States show decreases, the decrease being greatest in Western Australia (2.5 per cent.), following in the order named by South Australia (2.1 per cent.), Queensland (1.8 per cent.), Victoria (1.5 per cent.), Tasmania (0.7 per cent.), and New South Wales (0.4 per cent.).

Compared with the corresponding month—September—of last year three of the States show increases and three show decreases. The increase was greatest in Queensland (1.8 per cent.), followed in the order named by New South Wales (1.3 per cent.), and Tasmania (0.3 per cent.), while the decrease was greatest in Western Australia (3.9 per cent.), followed by Victoria (3.0 per cent.), and South Australia (1.4 per cent.). The weighted average index-number for the thirty towns considered as a whole was 1805 in September, 1926, compared with 1819 in September, 1925—a decrease of 0.8 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in September, 1926, compared with July, 1914, September, 1926, and August, 1926. In the last column the percentage increase in September, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (65.6 per cent.), followed in the order named by New South Wales (59.3 per cent.), Victoria (56.9 per cent.), Tasmania (54.5 per cent.), South Australia (44.7 per cent.), and Western Australia (31.6 per cent.). The actual cost of the regimen of food and groceries for the month of September, 1926, was highest in Western Australia and lowest in Victoria. In the case of individual towns the cost was highest in Kalgoorlie and lowest in Geelong. The increase in cost in the thirty towns considered as a whole from July, 1914, to September, 1926, amounts to 55.1 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—September, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	Sept., 1925.	Aug., 1926.	Sept., 1926.	Percentage increase from July, 1914, to Sept., 1926.
					%
Sydney	1153	1825	1861	1855	60·9
Newcastle	1147	1829	1837	1817	58·4
Broken Hill	1468	2177	2062	2038	38·8
Goulburn	1183	1802	1820	1804	52·5
Bathurst	1097	1725	1794	1771	61·4
Weighted Average—N.S.W. (5 Towns) ...	1165	1833	1863	1856	59·3
Melbourne	1106	1787	1757	1731	56·5
Ballarat	1103	1798	1822	1793	62·6
Bendigo	1107	1819	1772	1745	57·6
Geelong	1089	1759	1762	1709	56·9
Warrnambool	1087	1776	1795	1730	59·2
Weighted Average—Victoria (5 Towns)...	1105	1787	1761	1734	56·9
Brisbane	1057	1754	1809	1774	67·8
Toowoomba	1041	1731	1791	1784	71·4
Rockhampton	1156	1804	1893	1878	62·5
Charters Towers ...	1246	1900	2042	1990	59·7
Warwick	1083	1704	1810	1804	66·6
Weighted Average—Queensland (5 Towns)	1082	1760	1824	1792	65·6
Adelaide	1250	1826	1833	1796	43·7
Kadina, etc.	1230	1857	1909	1863	51·5
Port Pirie...	1291	1959	1965	1933	49·7
Mt. Gambier	1064	1748	1861	1832	72·2
Peterborough	1340	1905	1970	1955	45·9
Weighted Average—S.A. (5 Towns) ...	1247	1831	1843	1805	44·7
Perth	1340	1900	1868	1818	35·7
Kalgoorlie...	1664	2138	2139	2092	25·7
Northam	..	2031	2009	1990	...
Bunbury	1418	2012	2043	2005	41·4
Geraldton	1445	2083	2013	1995	38·1
Weighted Average—W.A. (5 Towns) ...	1412	1934	1906	1858	31·6

Retail Price Indexes—continued.

Town.	July 1914.	Sept., 1925.	August, 1926.	Sept., 1926.	Percentage increase from July, 1914, to Sept., 1926.
					%
Hobart	1211	1846	1854	1843	52·2
Launceston	1144	1817	1864	1848	61·5
Burnie	...	1884	1889	1873	...
Devonport	...	1870	1891	1876	...
Queenstown	1315	2084	2088	2064	57·0
Weighted Average—Tasmania (5 Towns)	1201	1849	1868	1855	54·5
Weighted Average—Australia (6 Capitals)	1152	1812	1819	1798	56·1
Weighted Average—Australia (30 Towns)	1164	1819	1827	1805	55·1
*Townsville, Queensland	...	1944	2022	2014	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Post Office Place, Melbourne, 23rd October, 1926.

RETAIL PRICE INDEX NUMBERS.

1. *Food, Groceries, and Housing.*

Retail Price Index-Numbers (Food, Groceries, and Housing—all Houses) for each of Thirty Towns for the year ending 30th September, 1926, with weighted average for the six Capital Cities in 1911 as base (=1000).

State and Town.	1925. 4th Quarter (Oct. to Dec.)	1926. 1st Quarter (Jan. to March.)	1926. 2nd Quarter (April to June.)	1926. 3rd Quarter (July to Sept.)	Index-Numbers for 12 months ending 30th June, 1926.	Index-Numbers for 12 months ending 30th Sept., 1926.
New South Wales—						
Sydney	1801	1828	1868	1841	1818	1835
Newcastle	1702	1701	1729	1699	1704	1708
Broken Hill	1615	1626	1700	1629	1645	1643
Goulburn	1795	1785	1798	1794	1784	1793
Bathurst	1548	1555	1593	1566	1551	1566
Weighted Average—New South Wales	1786	1809	1849	1821	1801	1816
Victoria—						
Melbourne	1759	1779	1854	1794	1788	1797
Ballarat	1542	1545	1584	1565	1553	1559
Bendigo	1550	1544	1603	1557	1564	1564
Geelong	1671	1708	1747	1709	1689	1709
Warrnambool ...	1569	1548	1608	1579	1576	1576
Weighted Average—Victoria	1738	1756	1828	1771	1765	1773
Queensland—						
Brisbane	1574	1643	1646	1658	1601	1630
Toowoomba ...	1570	1563	1602	1599	1562	1584
Rockhampton ...	1545	1580	1611	1615	1565	1588
Charters Towers ...	1493	1489	1524	1536	1489	1511
Warwick	1509	1510	1560	1559	1513	1535
Weighted Average—Queensland ...	1567	1623	1634	1643	1589	1617
South Australia—						
Adelaide	1716	1736	1798	1720	1744	1743
Kadina, etc. ...	1440	1421	1470	1455	1441	1447
Port Pirie	1574	1615	1654	1604	1604	1612
Mount Gambier ...	1370	1382	1445	1427	1390	1406
Peterborough ...	1635	1589	1661	1660	1632	1636
Weighted Average—South Australia...	1694	1712	1773	1700	1721	1720

Retail Price Index Numbers—*continued.*

State and Town.	1925.	1926.			Index Numbers for 12 months ending—	
	4th Quarter (Oct. to Dec.	1st Quarter (Jan. to Mch.)	2nd Quarter (April to June)	3rd Quarter (July to Sept.)	30th June, 1926.	30th Sept., 1926.
Western Australia—						
Perth, etc. ...	1552	1631	1685	1638	2622	1627
Kalgoorlie, etc. ...	1550	1566	1597	1568	1571	1570
Northam	1618	1601	1662	1620	1629	1625
Bunbury	1519	1506	1587	1572	1541	1546
Geraldton	1601	1592	1629	1605	1619	1607
Weighted Average—Western Australia	1554	1620	1672	1628	1615	1619
Tasmania—						
Hobart	1729	1789	1795	1777	1759	1773
Launceston... ...	1647	1640	1680	1659	1650	1657
Burnie	1666	1683	1709	1684	1677	1686
Devonport	1645	1652	1667	1646	1658	1653
Queenstown ...	1479	1453	1474	1444	1471	1463
Weighted Average—Tasmania ...	1691	1725	1742	1722	1711	1720
Weighted Average—30 Towns ...	1721	1748	1797	1758	1745	1756
Weighted Average—6 Capitals ...	1740	1771	1822	1781	1766	1779

Commonwealth Bureau of Census and Statistics, Post Office Place, Melbourne, 22nd October, 1926.

2. *Food, Groceries, and Housing (all Houses)—3rd Quarter, 1926.*

Quarterly index-numbers of the prices of food, groceries, and housing (all houses) are now largely used for purposes of wage variations. In the following table index-numbers are given for the six capital cities for the quarters ending September, 1925, June, 1926, and September, 1926:—

Town.	Quarter ending—		
	Sept., 1925.	June, 1926.	Sept., 1926.
Sydney	1774	1868	1841
Melbourne	1761	1854	1794
Brisbane	1541	1646	1658
Adelaide	1727	1798	1720
Perth	1621	1685	1638
Hobart	1722	1795	1777
Weighted Average—Six Capitals ...	1732	1822	1781

Compared with the immediately preceding quarter, the index-numbers for the third quarter of this year are lower in all the capital cities except Brisbane, and compared with the corresponding quarter (3rd quarter) of 1925 they are also higher in all the capital cities except Adelaide.

Commonwealth Bureau of Census and Statistics, Melbourne, 23rd October, 1926.

RETIREMENTS FROM INDUSTRIAL AGREEMENTS FILED DURING QUARTER ENDED 30th SEPTEMBER, 1926.

The Notice of Retirement becomes effective thirty days after it is filed in the Court.

No. of Agreement.	Parties affected.	Locality.	Retired by.	Date of filing Retirement Notice.
4/26	Perth Electric Tramways Employees' Industrial Union of Workers and The Commissioner of Railways	W.A. Tramways and Electric Works Employees	Workers' Union ...	8-9-26
6/22	W.A. Amalgamated Society of Railway Employees' Industrial Union of Workers and The Commissioner of Railways	The whole of the maintenance working of the State Tramways at Perth, including Car Barn	do.	22-9-26

INDUSTRIAL AGREEMENTS GIVEN EFFECT OF AWARD AND MADE COMMON RULE DURING QUARTER ENDED 30th SEPTEMBER, 1926.

No. of Agreement.	Industry affected.	Area over which Agreement operates.	Date declared Common Rule.	Date of Expiration of Agreement.
20/26	Shop Assistants (Fruit and Produce) ...	Radius of 15 miles from G.P.O., Perth ...	12-8-26	30-4-27
14/26	Tailoring	Radius of 25 miles from G.P.O., Perth ...	7-9-26	5-5-29

INDUSTRIAL UNIONS REGISTERED DURING QUARTER ENDING 30th SEPTEMBER, 1926.

Reg. No.	Name of Union.	Registered Office.	Secretary.	Date of Registration.
311	The Western Australian Provincial Press Association Union of Employers	239 Murray Street, Perth ...	Harold Buckley ...	2-8-26
312	Metropolitan Soap and Candle Manufacturers' Employees' Union of Workers	Trades Hall, Fremantle ...	James William Burgess	20-9-26
313	Western Australian Society of Operative Plasterers' Industrial Union of Workers, Perth	Trades Hall, Perth ...	Ernest Walter Walsh ...	22-9-26

CANCELLATION OF REGISTRATION OF INDUSTRIAL UNIONS DURING QUARTER ENDING 30th SEPTEMBER, 1926.

On the application of the Registrar of Industrial Unions, an order by the President of the Court was made for the cancellation of the Registration of the following Union:—

Reg. No.	Name of Union.	Grounds of Cancellation.	Date of Cancellation.
278	South-Western Districts Vineyard and Orchard Employees' Industrial Union of Workers	1. That the Union had ceased to carry on operations in the State of Western Australia. 2. That the Union had failed to supply returns for the years 1923 and 1924, as provided by sections 23 and 26 of the Act.	4-8-26

SUNDRY REGISTRATIONS IN CONNECTION WITH INDUSTRIAL UNIONS DURING QUARTER ENDING 30th SEPTEMBER, 1926.

The following Applications in pursuance of the Industrial Arbitration Act, 1912-1925, to the Registrar of Industrial Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter:—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
27	Clothing and Allied Trades Industrial Union of Workers, Perth—The Western Australian	Annie Warren, 5 Wellington Buildings, Perth	31-8-26
268	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Geraldton Branch—The	Wilfred Theodore Winston, Fitzgerald Street, Geraldton	31-7-26
	REGISTRATION OF TREASURERS.		
27	Clothing and Allied Trades Industrial Union of Workers, Perth—The Western Australian	Annie Warren	31-8-26
310	Police Union of Workers—Western Australian ...	James Henry McDonald	9-8-26
22	Railway Employees' Union of Workers—West Australian Amalgamated Society of	Robert Halliday	18-8-26
131	Railway Employees' Industrial Union of Workers—West Australian, Midland	Thomas Alexander Torrance	30-9-26
7	Tailors and Tailoresses' Society Industrial Union of Workers—Eastern Goldfields Amalgamated	Athea Harridge	17-9-26
100	Tailors' Industrial Union of Employers—The Coastal Districts Master	Baron Frieze	6-9-26

Sundry Registrations in connection with Industrial Unions during Quarter ending 30th September, 1926—contd.

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF TRUSTEES.		
134	Breweries Employees' Union of Workers—Coastal ...	Arthur Humphrys	30-7-26
7	Tailors and Tailoresses' Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	Richard Thomas	17-9-26
203	Undertakers' Assistants and Cemetery Employees' Industrial Union of Workers—The Perth, Fremantle and Midland Junction	Walter Henry Cove	28-7-26
	AMENDMENT OF RULES.		
9	Bakers' Industrial Union of Workers—Perth and Fremantle Operative	... ...	23-8-26
117	Engine-Drivers and Firemen's Association of Australasia, West Australian Branch, Association of Workers—The Federated	... ...	14-9-26
148	Engine-Drivers and Firemen's Union of Workers of Western Australia—The Collie Federated	... ...	16-7-26
143	Lime Operatives' Union of Workers—The Fremantle and District	... ...	5-8-26
107	Municipal and Roads Board Labourers' Union of Workers—Eastern Goldfields	... ...	24-8-26
141	Musicians' Industrial Union of Workers, Perth—Western Australia	... ...	5-8-26
100	Tailors' Industrial Union of Employers—The Coastal Districts Master	... ...	7-9-26
145	Tally Clerks' Union of Workers—The Bunbury ...	... ...	8-9-26
96	Tramways Employees' Union of Workers—Perth Electric	... ...	19-7-26
	CHANGE OF NAME.		
253	"Australian Clerical Association Industrial Union of Workers, West Australian Coastal Districts Branch"—to "Federated Clerks' Union of Workers, W.A. Branch"	... ...	14-9-26

INDUSTRIAL UNIONS AND ASSOCIATIONS REGISTERED AT COURT OF ARBITRATION.

Industrial Unions and Associations of Workers and Employers, with names of Secretaries and Addresses, from last returns furnished, and number of members at 31st December, 1925. Failure to forward list of members, etc., within the prescribed time renders the Union liable to a penalty of £2, and every member of the Committee of Management who permits such default is liable to a penalty of Five shillings for every week the default continues.

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
146	Aerated Water and Cordial Manufacturers' Employees, Coastal	E. W. Walsh	Trades Hall, Perth	113
59	Associated Gold Mines of Western Australia, (New), Limited, The (Industrial Union of Employers)	D. F. McAulay	Fimiston	...
67	Associated Northern Blocks (W.A.), Limited, The (Industrial Union of Employers)	G. M. Roberts	Lease 49, E. Kalgoorlie	...
303	A.W.U. Westralian Branch Pastoral and Agricultural Union of Workers	A. J. Watts	38 Stirling Street, Perth ...	1,615
308	Bag, Sack and Textile Manufacturers' Employees—Coastal	J. W. Burgess	Trades Hall, Fremantle	48
9	Bakers, Perth and Fremantle Operative ...	T. Nielsen	Trades Hall, Perth	274
113	Bakers, Eastern Goldfields Operative	W. McL. Baird	Trades Hall, Kalgoorlie	*19
41	Bakers (Master) Kalgoorlie and Boulder (Industrial Union of Employers)	G. Richards	1 Exchange Buildings, Hannan Street, Kalgoorlie	10
302	Bakers (Master), Perth and Suburban (Industrial Union of Employers)	T. C. Ferguson	47 Walcott Street, Perth ...	64
293	Bank Officials' Federation, W.A. Branch, The Australian	W. Y. Cooke	29 New Zealand Chambers, St. George's Terrace, Perth	460
149	Barmaids' and Barmen's, Perth, The Western Australian	Charles Jackson	Trades Hall, Perth	*286
251	Boilermakers and Structural Iron and Steel Workers, Federated Society of, Coastal Districts, W.A.	E. A. Jackson	do. do.	234
11	Boot Trade of Western Australia Union of Workers, Perth	J. A. Lake...	Trades Hall, Perth	370
284	Bootmakers (Bespoke) and Repairers, The Metropolitan (Industrial Union of Employers)	G. W. Underwood ...	879 Hay Street, Perth	*97
230	Bottle Yards and Marine Store Employees, Coastal	G. C. Kerr	Trades Hall, Perth	29
36	Bread Carters, The Perth, Fremantle, and Suburban	O. E. Nilsson	Trades Hall, Perth	*70
126	Bread Carters, The Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	22
134	Breweries Employees, Coastal	G. C. Kerr	Trades Hall, Perth	249
47	Breweries Employees, Eastern Goldfields	E. J. Treby	Union Hall, Egan Street, Kalgoorlie	33
294	Bricklayers, The Coastal Operative	B. G. Deering	Trades Hall, Perth	345
144	Brickyard, Pottery and Porcelain Works, Westralian	A. W. Richardson ...	Trades Hall, Perth	278
204	Builders' Labourers' Union of Workers of Perth, W.A., The	James McCann	Trades Hall, Perth	364
30	Builders (Master) and Contractors' Association of Western Australia (Industrial Union of Employers)	P. Barrett	Commercial Union Chambers, St. George's Terrace, Perth	110
	Butchers (W.A. Branch).—See Meat Industry Employees (W.A. Branch).			
193	Butchers (W.A. Amalgamated), Eastern Goldfields Branch	Francis Ernest Michell ...	163 Davis Street, Boulder ...	49
260	Butchers (Master), The Coastal (Industrial Union of Employers)	W. A. Carcary	7–11 Warwick House, St. George's Terrace, Perth	18
20	Carpenters and Joiners of Australia—Perth City Amalgamated Society of	E. Ketterer	Trades Hall, Perth	589
238	Carpenters and Joiners of Australia—Fremantle Amalgamated Society of	A. Ramsay	Trades Hall, Fremantle	*165
246	Carpenters and Joiners of Australia—Subiaco Amalgamated Society of	E. Ketterer	Temperance Hall, Subiaco ...	113
247	Carpenters and Joiners of Australia—Bassendean Amalgamated Society of	Fred. Wright	"Wilverlly" Kenny Street, Bassendean	42
16	Carpenters and Joiners—Kalgoorlie Amalgamated Society of	H. Bosustow	Trades Hall, Kalgoorlie	75
186	Carriers (Master)—Fremantle Union of Employers (Industrial Union of Employers)	E. R. Bastin	2 Hope Street, South Fremantle	43
285	Carters and Drivers—West Australian (Kalgoorlie)	F. E. Michell	163 Davis Street, Boulder ...	25
273	Carters and Drivers—West Australian (Perth) ...	O. E. Nilsson	4 Trades Hall, Perth	*270
277	Cleaners, Caretakers, and Lift Attendants (Metropolitan)	E. N. Fitzgerald	Trades Hall, Perth	222
253	Clerical Association, Australian—W.A. Coastal Districts Branch	W. H. Kitson	Trades Hall, Perth	784

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
27	Clothing and Allied Trades, The Western Australian	Annie Warren	5 Wellington Buildings, Perth ...	853
26	Coach, Car, and Rolling Stock Builders (Coastal)	P. J. Trainer	15 Trades Hall, Perth	366
42	Coachbuilders and Farriers' (Master)—West Australian Industrial Union of Employers)	H. A. Tarrant	10 and 12, Irwin Street, Perth ...	60
301	Collectors of Marine Stores, Perth	Thomas Morris	171 Charles Street, West Perth	58
256	Collie District Traders' Employees	H. E. Squance	Johnston Street, Collie	72
139	Coopers of Australia, W.A. Branch Federated ...	Philip Campbell	Trades Hall, Perth	26
271	Dairymen's Metropolitan Retail Industrial Union of Employers	W. H. Taylor	56 St. George's Terrace, Perth ...	*51
194	Divers, Marine and Tenders (Fremantle)	J. J. Cobb	Trades Hall, Fremantle	25
180	Dock, Rivers and Harbour Works (Coastal)	E. H. Gray	do. do.	*272
	Electric Power and Lighting Corporation (1906), Limited, The Kalgoorlie	*See* Kalgoorlie Electric Power and Lighting Corporation (1906), Ltd.		
	Electric Tramway Employees' Unions	*See* Tramway Employees' Unions.		
289	Electrical Suppliers and Contractors' Association of Western Australia, The Metropolitan (Union of Employers)	J. Paton	16 Surrey Chambers	37
1	Engine-drivers (Locomotive), Firemen, and Cleaners' Union, West Australian	J. J. Kenneally	10 Trades Hall, Perth	1,002
83	Engine-drivers, The Kalgoorlie Certificated ...	Edgar Henry Harris ...	11 Hanbury Street, Kalgoorlie ...	30
97	Engine-drivers and Firemen, The Metropolitan and South-Western Federated Union of Workers of Western Australia	J. Breydon	17 Trades Hall, Perth	460
128	Engine-drivers, The Bunbury and District Branch of the Metropolitan and South-Western Amalgamated Certificated Union of W.A.	J. Breydon	17 Trades Hall, Perth	288
205	Engine-drivers and Firemen's, Eastern Goldfields Federated Union of Western Australia	C. Daly	13 Piesse Street, Boulder ...	353
148	Engine-drivers and Firemen, The Collie Federated Union of Western Australia	E. E. MacIntyre	Friendly Societies' Hall, Collie ...	31
117	Engine-drivers and Firemen's, The Federated Association of Australasia, W.A. Branch Association	J. Breydon	17 Trades Hall, Perth	...
300	Engineering Union, Amalgamated, Bassendean Branch	H. Balinski	Roads Board Hall, Bassendean...	88
52	Engineers, Amalgamated Society of, Perth Branch	Fred Glossop	Trades Hall, Perth	356
233	Engineers, Amalgamated Society of, Perth No. 2 Branch	J. M. Fallon	do. do.	*395
23	Engineers, Amalgamated Society of, Fremantle Branch	R. Williams	Trades Hall, Fremantle	229
73	Engineers, Amalgamated Society of, Midland Junction Branch	G. H. Moore	Masonic Hall, Padbury Terrace, Midland Junction	116
272	Engineers, Amagalmated Society of, Collie Branch	George Hay	Crown Hotel, Collie	30
250	Engineers, Amalgamated Society of, Kalgoorlie Branch	J. A. Paterson	194 Piccadilly Street, Kalgoorlie	172
258	Engineers, Amalgamated Society of, Subiaco Branch	J. W. Shacklock	Parish Hall, Subiaco	205
297	Engineers, Amalgamated Society of, Maylands Branch	R. W. Pletts	St. Luke's Hall, Maylands ...	86
58	Engineers, Amalgamated Coastal District Committee Industrial Association	S. Faull	Trades Hall, Perth	...
79	Engineers, Australasian Society of, Coastal District, W.A.	W. S. Richards	Temperance Hall, Museum Street, Perth	143
248	Engineers, Australasian Society of, Fremantle ...	O. P. Cole	Trades Hall, Fremantle	253
244	Engineers, Australasian Society of, Collie River District	C. E. Pearce	Crown Hotel, Collie	33
306	Entrepreneurs' Association Industrial Union of Employers of Western Australia	Elsie M. Pittard	His Majesty's Theatre, King Street, Perth	6
305	Fibrous Plaster and Plaster Modellers and Cement Goods Manufacturers' Employees' Union	E. W. Walsh	Trades Hall, Perth	91
252	Fire Brigade Employees (Coastal Districts) of Western Australia	G. Ryce	25 Irwin Street, Perth	101
6	Firewood Supply, The West Australian Goldfields, Limited (Industrial Union of Employers)	A. F. Cleland	Porter Street, Kalgoorlie ...	...
51	Firewood Company, The Kalgoorlie and Boulder, Limited (Industrial Union of Employers)	E. H. Jolly	Maritana Street, Kalgoorlie ...	...
249	Firewood Merchants, The Perth and Suburban (Industrial Union of Employers)	D. Mead	306 Wellington Street, Perth ...	44
265	Food Manufacturers and Wholesale Mixing and Packing Establishments Employees, The Coastal	J. W. Burgess	Trades Hall, Fremantle	67

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
207	Fremantle Trading Company, Limited (Industrial Union of Employers)	W. G. Sutherland (Manager)	Owen's Anchorage, South Fremantle	...
164	Furniture Trades, The United, Union, Perth, W.A.	Walter Hodsdon	Trades Hall, Perth	498
172	Gas Works Union of Workers, The Metropolitan ...	A. Carter	Trades Hall, Perth	129
33	Great Fingall Consolidated, Limited, The (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	399 St. George's Terrace, Perth ...	...
62	Great Boulder Proprietary Gold Mines, Limited, The (Industrial Union of Employers)	R. Hamilton (Manager) ...	Boulder	...
69	Golden Horseshoe Estates Company, Limited, The (Industrial Union of Employers)	J. W. Sutherland (General Manager)	Lease 351E, Boulder	...
77	Great Boulder Perseverance Gold Mining Company, Limited, The (Industrial Union of Employers)	E. Williams (Manager) ...	Fimiston	...
115	Hairdressers and Wigmakers' Employees, The Metropolitan	D. Freedman	5 Wellington Buildings, Perth ...	65
168	Hospitals Employees' Union of Workers, The Metropolitan Mental	J. W. Burgess	Trades Hall, Fremantle	273
295	Hospital Employees, W.A. Coastal Branch ...	J. W. Burgess	Trades Hall, Fremantle	218
283	Hospital and Asylum Employees of W.A., Eastern Goldfields Branch, The	Ivy Pirani...	Trades Hall, Kalgoorlie	25
173	Hotel, Club, Caterers, Tea Room and Restaurant Employees, Perth, The	George Ryce	25 Irwin Street, Perth	1,450
279	Hotel, Club, Caterers, Tea Room and Restaurant Employees, W.A. Goldfields Branch	May Grace	139 Dugan Street (Kalgoorlie)...	53
157	Ironmasters' Industrial Union of Employers, The Metropolitan	F. B. Tory	48/49 A.M.P. Buildings, Perth ...	14
274	Jewellers', Watchmakers', and Allied Trades, The Metropolitan	J. C. Gerring	Trades Hall, Perth	39
255	Journalists' Industrial Union of Workers of Western Australia, The Metropolitan	J. A. K. Tonkin	Wharf Street, Queen's Park ...	93
231	Kalgoorlie Electric Power and Lighting Corporation (1906), Limited, The (Industrial Union of Employers)	W. R. P. Marmion (Attorney and General Manager)	Lease 3863E, Lane Street, Boulder	...
211	Lake View and Star, Limited (Industrial Union of Employers)	E. Vail (General Manager)	Box 99, Fimiston	...
189	Laundry Employees, Metropolitan	J. W. Clapham	Trades Hall, Perth	*27
143	Lime Operatives, The Fremantle and District ...	G. Seeley	Trades Hall, Fremantle	76
4	Lumpers' Union of Workers, Fremantle	F. Rowe	Trades Hall, Fremantle	*777
21	Lumpers' Union of Workers, Geraldton	G. E. Marsh	Fitzgerald Street, Geraldton ...	125
138	Lumpers' Union of Workers, Albany	S. W. Taylor	Cuthbert Street, Albany	*147
216	Mararoa Gold Mining Company, No-Liability (Industrial Union of Employers)	J. V. W. Mathers (Manager)	Cue	...
37	Meat Industry Employees' Union, Perth—West Australian Branch—Australasian	G. J. Keith	Trades Hall, Perth	*497
75	Menzies Consolidated Gold Mines, Limited (Industrial Union of Employers)	G. S. Skuthorp (Manager)	Yunndaga (Woolgar) *via* Menzies	...
...	Midland Railway Employees, West Australian—(See Railway Employees).			
269	Milk Producers, Perth and District (Industrial Union of Employers)	C. L. Bradley	Howe Street, Osborne Park ...	*33
99	Millers and Mill Employees of Western Australia, Amalgamated, Northam	C. H. Smith	Rex Chambers, Wellington Street, Perth	230
2	Miners, Collie River District	Hyrum Whiteaker ...	Robert Street, Collie	553
275	Miners, Coolgardie Federated, W.A. (Boulder Branch)	Lloyd Albert M. Pascoe ...	94 Palace Chambers, Maritana Street, Kalgoorlie	199
270	Mining Branch, Australian Workers' Union, Westralian Goldfields	G. McKennay	Workers' Hall, Boulder	*2,958
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Cue)	J. McCarthy	Cue	...
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Geraldton)	V. Johnson	Geraldton	...
54	Moulders (Metals), The Federated, Perth	F. W. G. Turner	Trades Hall, Perth	184
280	Moulders (Metals), W.A. District, Goldfields Branch	A. E. Hewitt	175 Forrest Street, Kalgoorlie ...	23
225	Municipal and Roads Board Employees' Coastal	G. C. Kerr	Trades Hall, Perth	533
107	Municipal and Roads Board Labourers, Eastern Goldfields	A. L. Taylor	Trades Hall, Kalgoorlie	57
141	Musicians' Industrial Union of Workers, Perth, W.A.	E. W. Walsh	Trades Hall, Perth	225
66	North Kalgurli Company, Limited, The (Industrial Union of Employers)	W. Walker	91 Egan Street, Kalgoorlie ...	...

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
68	Oroya Links, Limited (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	261 St. George's Terrace, Perth ...	...
25	Painters and Decorators, The Operative	W. E. Broderick	Trades Hall, Perth	263
257	Painters, Decorators and Signwriters' Association of Western Australia Industrial Union of Employers, Perth, The Master	W. Newey	City Temperance Hall, Museum Street, Perth	42
63	Paringa Mining and Exploration Company, Limited (Industrial Union of Employers)	Wm. Walker (Manager) ...	91 Egan Street, Kalgoorlie ...	...
129	Pastrycooks and Confectioners', The Coastal Operative, Perth	E. W. Walsh	Trades Hall, Perth	53
220	Pastrycooks (Master), The Metropolitan (Industrial Union of Employers)	A. Johnson	86 Guildford Road, Mt. Lawley	11
313	Plasterers; Western Australia Society of Operative	E. W. Walsh	Trades Hall, Perth	§
13	Plumbers and Sheet Metal Workers, The W.A. ...	P. J. Trainer	Trades Hall, Perth	210
15	Plumbers, Fremantle	do.	Trades Hall, Perth	62
24	Plumbers (Master), The Perth and Districts (Industrial Union of Employers)	T. Nisbet	Royal Bank Chambers	40
310	Police Union of Workers, Western Australian ...	C. T. Nelson	Central Police Station, Perth ...	†
311	Press Association Union of Employers; Western Australian Provincial	H. Buckley	239 Murray Street, Perth ...	‡
292	Printing Industry Employees' Union of Australia Industrial Union, Western Australian Branch of the	F. G. Saunders	Room 28, Trades Hall, Perth ...	*734
291	Printers (Master) and Allied Trades, Metropolitan (Industrial Union of Employers)	E. E. Jarvis	Queen's Chambers, William Street, Perth	*23
22	Railway Employees, West Australian Amalgamated Society of	C. Haynes	Trades Hall, Perth	4,183
131	Railway Employees, West Australian Midland Railway	James Brown	58 Helena Street, Midland Junction	157
242	Railway and Tramway Officers, The West Australian	T. Kenafick	11 Trades Hall, Perth	1,222
102	Saddlery and Leather Workers Trades Employees' Federation, Perth, Western Australian Branch	E. W. Walsh	Trades Hall, Perth	64
304	Salesmen's Industrial Union of Workers, The Perth Wholesale	J. J. Muller	755 Hay Street, Perth	*161
175	Shipwrights and Boatbuilders' Union of Workers, The Coastal	D. Hynes	Trades Hall, Fremantle	*34
159	Shop Assistants and Warehouse Employees, Perth	D. Freedman	5 Wellington Buildings, Wellington Street, Perth	2,366
167	Shop Assistants and Warehouse Employees, The Eastern Goldfields	F. Michell	Trades Hall, Kalgoorlie	148
268	Shop Assistants and Warehouse Employees, Geraldton Branch	W. T. Winston	Fitzgerald Street, Geraldton ...	32
286	Shop Assistants and Warehouse Employees, Albany Branch	James Joseph Murphy ...	Spencer Street, Albany	40
287	Shop Assistants and Warehouse Employees, Northam Branch	N. B. Furze	Forrest Street, Northam... ...	66
288	Shop Assistants and Warehouse Employees, Wagin Branch	G. B. Todd	Albion Street, Katanning ...	*21
290	Shop Assistants and Warehouse Employees, Katanning Branch	G. B. Todd	Albion Street, Katanning ...	*38
309	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Busselton Branch—The	James Carson	Queen Street, Busselton ...	19
259	Shop Assistants and Warehouse Employees, Bunbury Branch	F. J. Jarvis	William Street, South Bunbury ...	*62
296	Shop Assistants and Warehouse Employees, Narrogin Branch	James Thornton	Fathom Street, Narrogin ...	22
312	Soap and Candle Manufacturers' Employees; Metropolitan	J. W. Burgess	Trades Hall, Fremantle	¶
214	Sons of Gwalia, Limited, The (Industrial Union of Employers)	E. J. Wellsted	Emanuel Buildings, St. George's Terrace, Perth	...
299	South Kalgurli Consolidated, Ltd. (Industrial Union of Employers)	F. G. Brinsden (General Manager)	Lease 1208E, Fimiston	...
74	Steamship Owners' Association Industrial Union of Employers (Fremantle), The Western Australian Branch of the Commonwealth	F. Hardouin	Steamship Buildings, Mouatt St., Fremantle	6
202	Superphosphate and Chemical Works, Metropolitan	W. D. Johnson	Trades Hall, Perth	*133
7	Tailors' and Tailoresses' Society, Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	17
100	Tailors' (Master), The Coastal District (Industrial Union of Employers)	F. W. Withers	17 Commercial Union Chambers, St. George's Terrace, Perth	37
124	Tally Clerks' Union of Workers, The Fremantle ...	Herbert Turner	Trades Hall, Fremantle	106

* Latest figures available. † Registered, 12th April, 1926. ‡ Registered, 2nd August, 1926. ¶ Registered, 20th September, 1926. § Registered, 22nd September, 1926.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
145	Tally Clerks' Union of Workers, The Bunbury ...	H. E. Forster	39 Wellington Street, Bunbury ...	23
125	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning. Leather Dressing and Allied Workers Trades Employees' Federation, W.A. Branch Industrial Union of Workers	G. H. Brooks	Trades Hall, Perth	69
70	Timber Corporation, Limited, The (Industrial Union of Employers)	J. Nicholson (Attorney) ...	Surrey Chambers, St. George's Terrace, Perth	...
84	Timber Union of Workers (Coastal District) of Western Australia, Amalgamated	W. Mackenzie	Holman House, Stirling Street, Perth	†6,579
85	Timber Union of Workers of Western Australia, Worsley Mill Branch	T. H. Drew	Secretary's Residence, Worsley Mill	†
86	Timber Union of Workers of Western Australia, Jarrahdale Branch	A. J. Lockyer	No. 6 Mill, Jarrahdale	†
87	Timber Union of Workers of Western Australia, Hoffman Branch	W. Stephens	Hoffman Mill	†
89	Timber Union of Workers of Western Australia, Wellington Branch	F. Spencer	Wellington Mills, *via* Dardanup ...	†
90	Timber Union of Workers of Western Australia, Mornington Branch	J. Newman	Mornington Mills	†
91	Timber Union of Workers of Western Australia, Worsley Landing Branch	W. H. Nicholls	Worsley Landing	†
93	Timber Union of Workers of Western Australia, Mornington Landing Branch	G. Bennett	Mornington Landing	†
94	Timber Union of Workers of Western Australia, Greenbushes Branch	G. Hitchins	Timber Corporation Mill, Greenbushes	†
29	Timber Yards, Saw Mills, and Woodworkers' Employees' Union of Workers, United Metropolitan	G. C. Kerr	Trades Hall, Perth	367
181	Traders, Eastern Goldfields (Industrial Union of Employers)	B. Leslie	139 Hannan Street, Kalgoorlie ...	24
46	Trades Hall Industrial Association of Workers, Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
96	Tramways Employees' Union, Perth Electric ...	Richard Harry Nash ...	26 Trades Hall, Perth	446
185	Tramways Employees' Union, Kalgoorlie Electric	W. S. Rosewall	155 Boulder Road, Kalgoorlie ...	25
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	E. W. Walsh	Trades Hall, Perth	*37
203	Undertakers' Assistants and Cemetery Employees—The Perth, Fremantle, and Midland Junction	A. W. Richardson ...	Trades Hall, Perth	32
278	Vineyard and Orchard Employees, South-Western Districts	S. Wilson	8 McDonald's Buildings cor. Murray and Barrack Streets, Perth	†21
235	Water, Sewerage, and Drainage Employees, Coastal and E. G., Government	G. C. Kerr	Trades Hall, Perth	977
18	Waterside Workers' Federation, Bunbury Branch, The	R. W. Guppy	Union Rooms, Bunbury ...	263
12	West Australian Newspaper Company, Limited (Industrial Union of Employers)	H. Greig	St. George's Terrace, Perth ...	...
150	Wharf Labourers' Union of Workers, The Busselton	J. H. Atkinson	Union Rooms, Busselton ...	*89
183	Wine and Spirit Warehouse Employees, W.A., The Metropolitan	P. M. Bungert	Trades Hall, Perth	48
267	Wool Scouring and Fellmongery Employees, The Fremantle	D. Freedman	5 Wellington Buildings, Perth ...	15
212	Youanmi Gold Mines, Limited (Industrial Union of Employers)	S. Fleming (Attorney) ...	Youanmi	...
			Membership—	
			Workers' Unions	42,002
			Employers' Unions	770
				42,772
			Membership of Trade Unions not registered under Industrial Arbitration Act	*271
			Total	43,043

* Latest figures available. † Union pending cancellation.

TRADE UNIONS REGISTERED DURING QUARTER ENDING 30th SEPTEMBER, 1926.

A Certificate of Registration was issued by the Registrar of Trade Unions on the 11th day of September, 1926, to the following Union:—

Reg. No.	Name of Union.	Registered Office.	Secretary.	Date of Registration.
81	Electrical Trades Union of Australia (West Australian Branch)	253 Newcastle Street, Perth	William James, 253 Newcastle Street, Perth	11-9-26

SUNDRY REGISTRATIONS IN CONNECTION WITH TRADE UNIONS DURING QUARTER ENDING 30th SEPTEMBER, 1926.

REGISTRATION OF TRUSTEES.

Reg. No.	Union.	Name and Address.	Date of Registration.
7	Tailors and Tailoresses' Society Industrial Union of Workers—Eastern Goldfields Amalgamated	Annie Murray	17-9-26

TRADE UNIONS AND ASSOCIATIONS REGISTERED AT OFFICE OF REGISTRAR OF TRADE UNIONS, COURT OF ARBITRATION.

Trade Unions and Associations, with names of Secretaries and Registered Offices, and number of members from last returns furnished. Failure to forward returns, provided by Section 29 of "The Trade Unions Act, 1902," renders the Union and every officer liable to a penalty of £5.

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
6	Bakers' Union of Workers—Eastern Goldfields Operative	Wm. McL. Baird ...	Trades Hall, Kalgoorlie	19
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson	Trades Hall, Perth	322
9	Boot Trade of Western Australia Union of Workers, Perth—The	James A. Lake	Trades Hall, Perth	332
44	Bread Carters' Industrial Union of Workers—Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	25
48	Breweries Employees' Union of Workers—Coastal...	Geo. C. Kerr	Trades Hall, Perth	236
20	Breweries Employees' Union of Workers (A.W.A.)—Eastern Goldfields	Ernest J. Treby	A.W.A. Hall, Kalgoorlie ...	43
49	Brickyard, Pottery and Porcelain Works Employees' Union of Workers, Perth—Westralian	A. W. Richardson ...	Trades Hall, Perth	327
71	Butchers' Industrial Union of Employers—The Coastal Master	Wm. A. Carcary	20/24 Perpetual Trustee Buildings, St. George's Terrace, Perth	41
8	Butchers' Union of Workers, Perth—West Australian Amalgamated	Geo. J. Keith	Trades Hall, Perth	497
17	Carpenters and Joiners' Industrial Union of Workers—Kalgoorlie, Amalgamated Society of	Henry Bosustow	Trades Hall, Kalgoorlie	72
5	Carpenters and Joiners' Industrial Union of Workers—Perth, No. 798, Amalgamated Society of	E. Ketterer	Trades Hall, Perth	558
73	Carters and Drivers' Industrial Union of Workers (Perth)—West Australian	O. E. Nilsson	Trades Hall, Perth	271
62	Divers and Tenders' Union of Workers—Fremantle Marine	J. J. Cobb	Trades Hall, Fremantle	19
56	Dock, Rivers and Harbour Works' Union of Workers—Coastal	Chas. M. Sullivan... ...	Trades Hall, Fremantle	322
81	Electrical Trades Union of Australia (West Australian Branch)	William James	253 Newcastle Street, Perth ...	*
59	Engine Drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers—The Federated	James Breydon	17 Trades Hall, Perth	...

* Registered 11th September, 1926.

TRADE UNIONS AND ASSOCIATIONS—*continued.*

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
41	Engine Drivers' Union of Workers of Western Australia—Metropolitan and South-Western Amalgamated Certificated	James Breydon	17 Trades Hall, Perth	490
1	Engine Drivers, Firemen's and Cleaners' Union of Workers—West Australian Locomotive	J. J. Kenneally	Trades Hall, Perth	945
55	Engineers' Industrial Union of Workers, Perth Branch—Amalgamated Society of	Fred Glossop	Trades Hall, Perth	311
25	Engineers' Industrial Union of Workers—Fremantle Branch, Amalgamated Society of	Robert Williams	Trades Hall, Fremantle	190
26	Engineers' Industrial Union of Workers, Midland Junction Branch—Amalgamated Society of	George Harry Moore ...	Scanlon's Loco. Coffee Palace, Midland Junction	105
76	Hospital and Asylum Employees' Industrial Union of Workers of W.A., Eastern Goldfields Branch—The	John Pirani	Trades Hall, Kalgoorlie	28
74	Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, W.A., Goldfields Branch—The	Frank Michell	Trades Hall, Kalgoorlie	68
4	Lumpers' Union of Workers—Bunbury	R. W. Guppy	Lumpers' Rooms, Bunbury ...	247
39	Millers and Mill Employees' Union of Workers of Western Australia, Northam—Amalgamated	C. H. Smith	Trades Hall, Perth	202
10	Miners' Union of Workers—Collie River District ...	H. Whiteaker	Municipal Chambers, Collie ...	550
21	Plasterers—Western Australian Society of Operative	E. W. Walsh	Trades Hall, Perth	170
27	Plumbers' Industrial Union of Workers—Perth ...	P. J. Trainer	Trades Hall, Perth	183
19	Plumbers' Industrial Union of Workers—Fremantle	P. J. Trainer	Trades Hall, Perth	58
78	Printing Industry Employees, Union of Australia, Industrial Union of Workers, Perth—Western Australian Branch of the	F. G. Saunders	28 Trades Hall, Perth	754
75	Prospectors and Tributers' Association—Eastern Goldfields	C. G. Elliott	Grand Hotel, Hannan Street, Kalgoorlie	*101
45	Railway Employees' Union of Workers—West Australian, Midland	James Brown	58 Helena Street, Midland Junction	168
2	Railway Employees' Union of Workers—West Australian Amalgamated Society of	Charles Haynes	Trades Hall, Perth	3,798
79	Railway Officers' Union—West Australian ...	Thomas Kenafick ...	11 Trades Hall, Perth	1,143
51	Shop Assistants and Warehouse Employees' Industrial Union of Workers—The Eastern Goldfields	Frank Michell	Trades Hall, Kalgoorlie	181
47	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning, Leather Dressing and Allied Workers' Trades Employees Federation (W.A. Branch), Industrial Union of Workers, Perth	Geo. H. Brooks	Trades Hall, Perth	8
7	Tailors and Tailoresses Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	24
29	Timber Union of Workers (Coastal District) of Western Australia—Amalgamated	W. Mackenzie	"Holman House," Stirling Street, Perth	*6,579
31	Timber Union of Workers (Coastal District) of Western Australia, Worsley Mill Branch—Amalgamated	H. Sutton	Secretary's Residence, Worsley Mill	†
32	Timber Union of Workers (Coastal District) of Western Australia, Jarrahdale Branch—Amalgamated	J. Brosnan	Secretary's Residence, No. 6 Mill, Jarrahdale	†
33	Timber Union of Workers (Coastal District) of Western Australia, Hoffman Branch—Amalgamated	W. Pierce	Secretary's Residence, Hoffman Mill	†
34	Timber Union of Workers (Coastal District) of Western Australia, Waterous Branch—Amalgamated	W. C. Angus	Secretary's Residence, Waterous Mill	†
35	Timber Union of Workers (Coastal District) of Western Australia, Wellington Branch—Amalgamated	W. J. Brennan	Wellington Mills	†
36	Timber Union of Workers (Coastal District) of Western Australia, Mornington Branch—Amalgamated	J. Newman	Mornington Mills	†
37	Timber Union of Workers (Coastal District) of Western Australia, Worsley Landing Branch—Amalgamated	A. Duncan	Secretary's residence, Worsley Landing	†
38	Timber Union of Workers (Coastal District) of Western Australia, Greenbushes Branch—Amalgamated	A. Cook	Secretary's Residence, Timber Corporation Mills, Greenbushes	†
18	Timber Yards, Sawmills and Woodworkers Employees' Union of Workers—United Metropolitan	Geo. C. Kerr	Trades Hall, Perth	444
3	Trades Hall Industrial Association of Workers—Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
43	Tramways Employees' Union of Workers—Perth Electric	R. H. Nash	Trades Hall, Perth	504
			Total Membership ...	20,413

* Latest figures available. † Members included in Timber Union of Workers (Coastal District).

Award in Force 30th September, 1926.

The following table contains a list of industries and callings in respect of which Awards were extant as at 30th September, 1926, showing the area governed by each Award, the date during which it operates, registered number of Award, date of delivery, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 91, Subsection 1, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an Industrial Award it shall, subject to any variation ordered by the Court, continue in force until a new Award has been made."

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Barmaids and Barmen, etc.	Throughout the East Coolgardie Goldfields	30 Nov., 1922, to 29 Nov., 1923	16/1922	30-11-22	Vol. II., No 4, p. 160.
Boilermakers' and Structural Iron and Steel Workers (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	7/1921	8-5-21	Vol. II., No. 1, p. 21.
Boilermakers ...	S.W. Land Division	3 June, 1924, to 2 June, 1927	40/1922	3-6-24	Vol. IV., No. 2, p. 50.
Bootmaking and Repairing—Bespoke	Radius of 15 miles from G.P.O., Perth	13 Oct., 1922, to 12 Oct., 1925	10/1921	13-10-22	Vol. II., No. 4, p. 157
Butchers	Radius of 30 miles from G.P.O., Perth	18 Nov., 1924, to 17 Nov., 1927	14/1922	17-11-24	Vol. IV., No. 4, p. 156.
Butchers	Radius of 10 miles from G.P.O., Kalgoorlie	13 Dec., 1922, to 12 Dec., 1925	17/1922	13-12-22	Vol. II., No. 4, p. 162.
Carpenters and Joiners (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; North-West; Trading Concerns); Fremantle Harbour Trust	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled by or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany, and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	34/1922	26-9-23	Vol. III., No. 3, p. 123.
Carpenters and Joiners (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	2/1924	8-9-24	Vol. IV., No. 3 p. 112.
Catering	Radius of 6 miles from P.O., Kalgoorlie	27 Dec., 1920, to 26 Dec., 1923	10a/1920	23-12-20	Vol. 1., No 1. p. 8.
Cemetery Employees	Radius of 8 miles from Town Hall, Fremantle	3 June, 1924, to 2 June, 1927	17/1921	3-6-24	Vol. IV., No. 2, p. 56.
Chaffcutting and/or Carting	South-West Land Division of West Australia	23 Nov., 1925, to 22 Nov., 1928	3/1925	23-11-25	Vol. V., No. 4, p. 290.
Cleaners, Caretakers, and Lift Attendants	Radius of 14 miles from G.P.O., Perth	11 Oct., 1921, to 10 Oct., 1922	14/1920	11-10-21	Vol. I., No. 2, p. 14.
Club Employees ...	Radius of 20 miles, from G.P.O., Perth	6 March, 1926, to 5 March, 1929	12/1920	26-2-26	Vol. VI, No. 1, p. 9.
Dock, River and Harbour Works Employees (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Over the Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	26 Sept., 1923, to 25 Sept., 1926	26/1922	26-9-23	Vol. III., No. 3, p. 109.
Engineering (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	4 & 6/1921	8-5-22	Vol. II., No. 1, p. 13.
Engineering	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928. (W.A. Airways, Ltd., exempt from "Hours" Clause)	10/1923	31-7-25	Vol. V., No. 3, p. 166.

Awards in Force 30th September, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Engineering (Government, *viz.*, Works, Water Supply, Sewerage & Drainage, Colonial Secretary, and North-West)	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by Minister for Water Supply, etc., or situated within Government Reserve 14073, Wooroloo. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Pt. Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	22 & 31/22	26-9-23	Vol. III., No. 3 p. 111.
Do.	do. do. do.	Amendment of Nos. 22/31 of 22) 22 April, 1926, to 25 Sept., 1926	22 & 31/22	22-4-26	Vol. VI., No. 2, p. 108.
Engineering (Government, *viz.*, Water Supply, Sewerage and Drainage)	Within 100 yards of the Goldfields Water Supply main, controlled by the Minister for Water Supply, etc.	26 Sept., 1923, to 25 Sept., 1926	23 & 30/22	26-9-23	Vol. III., No. 3, p. 114.
		(Amendment of Nos. 30/22, 22 April, 1926, to 25 Sept., 1926	23 & 30/22	24-4-26	Vol. VI., No. 2, p. 113.
Engineering (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	8/1923	8-9-24	Vol IV., No. 3, p. 109.
Engine Driving (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; Agriculture, and Colonial Secretary)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	29 & 38/22	26-9-23	Vol. III., No. 3, p. 119.
		(Amendment of Nos. 29 and 38/22) 22 April, 1926, to 25 Sept., 1926	29 & 38/22	22-4-26	Vol. VI., No. 2, p. 106.
Engine Driving (Kurrawang)	Ten chains on either side of W.A. Goldfields Firewood Supply Railway Line	4 Oct., 1925, to 3 Oct., 1928	1/1925	2-10-25	Vol. V., No. 4, p 286.
Furniture Trades ...	Radius of 20 miles from G.P.O., Perth	25 June, 1923, to 24 June, 1926	12/1921	25-6-23	Vol. III., No. 2, p. 63.
Do. (Amendment)	do. do. do.	17 Sept., 1914, to 24 June, 1926	...	17-9-24	Vol. IV., No. 3, p. 115.
Do. (Amendment)	do. do. do.	8 Dec., 1925, to 24 June, 1926	...	5-12-25	Vol. V., No. 4, p. 294.
Hairdressers ...	Radius of 15 miles from G.P.O., Perth	3 June, 1924, to 2 June, 1927	6/1923	3-6-24	Vol. IV., No. 2, p. 53.
Laundry Employees	Radius of 14 miles from G.P.O., Perth	1 April, 1924, to 31 March, 1927	5/1923	1-4-24	Vol. IV., No. 1, p. 1.
Masters of Boats ...	Swan River between Fremantle and Perth, and within Fremantle Harbour (both inside and out) as defined by Fremantle Harbour Trust Act, 1902	23 Dec., 1915, to 22 Dec., 1918	6 & 7/1915	22-12-15	Vol. XIV., p.33* (*see* footnote).
Mining, Gold (Meekatharra and Youanmi Branch, A.W.U., and Chamber of Mines of W.A. (Incorporated)	Radius of 20 miles of P.O., Cue	1 June, 1920, to 31 May, 1923	...	6-9-20	Vol. XIV., p. 224* (*see* footnote)
Mining, Coal (Collie River District)	Whole of Collie Coalfields ...	10 Oct., 1916, to 9 Oct., 1919	5/1916	10-10-16	Vol. XIV., p. 90* (*see* footnote).
Moulders (Metals), (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	5/1921	8-5-22	Vol. II., No. 1, p. 17.

Awards in Force 30th September, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Moulders	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928	3/1924	31-7-25	Vol. V., No. 3, p. 177.
Moulders (Government, *viz.*, Works and Trading Concerns)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	39/1922	26-9-23	Vol. III., No. 3, p. 128.
Moulders (Mining) ...	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	4/1922	15-6-22	Vol. II., No. 2, pp. 9, 55.
Municipal and Roads Boards Employees	Perth City Council and other Local Governing Bodies	3 Sept., 1926, to 18 Dec., 1927 (This award varies rates of pay under an award made by Mr. F. Walsh, dated 19-12-24)	19/26	3-9-26	Vol. VI., No. 3, p. 229.
Painters and Paperhangers	Radius of 20 miles from G.P.O., Perth	5 Aug., 1924, to 4 Aug., 1927	4/1924	5-8-24	Vol. IV., No 3, p. 102.
Painters and Paperhangers (Government, *viz.*, Works; Water Supply, Sewerage and Drainage, and North-West)	(1) Radius of 12 miles from G.P.O., Perth, and area within Government Reserve 14073, Wooroloo. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham.	26 Sept., 1923, to 25 Sept., 1926	24 & 35/22	26-9-23	Vol. III., No. 3, p. 115.
Do.	do. do. do.	(Amendment of Nos. 24 and 35/22) 22 April, 1926, to 25 Sept., 1926)	24 & 35/22	22-4-26	Vol. VI., No. 2, p. 110.
Plumbers (Government, *viz.*, Works; Water Supply, Sewerage, and Drainage; Trading Concerns; Colonial Secretary; Steamships, and North-West)	(1) Radius of 12 miles from G.P.O., Perth (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby, and Wyndham	26 Sept., 1923, to 25 Sept., 1926	33/1922	26-9-23	Vol. III., No. 3, p. 120.
Do.	do. do. do.	(Amendment of No. 33/22) 27 May, 1926, to 25 Sept., 1926	33/1922	27-5-26	Vol. VI., No. 2, p. 113.
Plumbers (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	3/1922	15-6-23	Vol. II., No. 2, pp. 9, 53
Printing	Radius of 12 miles from G.P.O., Perth	7 Oct., 1924, to 6 Oct., 1927	18 and 19/1922	7-10-24	Vol. IV., No. 4, p. 150.
Amendment ...	do. do. do.	16 Dec., 1925, to 6 Oct., 1927	...	16-12-25	Vol. V., No. 4, p. 294.
Railway Employees	Area controlled by the Commissioner of Railways	8 May, 1922, to 7 May, 1925	8/1921	8-5-22	Vol. II., No. 1, p. 4.

Awards in Force 30th September, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Shipwrights and Boatbuilders (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Radius of 24 miles from Town Hall, Fremantle	26 Sept., 1923, to 25 Sept., 1926	36/1922	26-9-23	Vol. III., No. 3, p. 125.
Tailoring	Radius of 15 miles from G.P.O., Northam	13 Oct., 1922, to 12 April, 1923	1/1921	13-10-22	Vol. II., No. 4, p. 152.
Timber Yards, Sawmills and Woodworkers' Employees	Radius of 14 miles from G.P.O., Perth	29 Sept., 1926, to 28 Sept., 1929	4/1926	29-9-26	Vol. VI., No. 3, p. 214.
Tramways	Perth Tramway System ...	9 May, 1917, to 8 May, 1920	1/1917	9-5-17	Vol. XIV., p. 103* (*see* footnote).
Vineyard and Orchard Employees	S.W. Land Division	15 Nov., 1921, to 14 Nov., 1924	9/1921	15-11-21	Vol. I., No. 2, p. 21.
Water Supply, Sewerage and Drainage Employees (Government)	Radius of 12 miles from G.P.O., Perth; area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc., and Government Reserve 14073, Wooroloo	26 Sept., 1923, to 25 Sept., 1926	25, 27 and 28/1922	26-9-23	Vol. III., No. 3, p. 105
Do. (Amendment)	do. do. do.	18 Dec., 1925, to 25 Sept., 1926	...	18-12-25	Vol. V., No. 4, p. 295.

* "Reports of Proceedings before the Court of Arbitration."

INDUSTRIAL AGREEMENTS IN FORCE 30th SEPTEMBER, 1926.

The following table contains a list of industries and callings in respect of which Industrial Agreements were extant as at 30th September, 1926, showing the area governed by each Agreement, the date during which it operates, number of Agreement, date of filing, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 35, Subsection 5, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an industrial agreement it shall, subject to any award of the Court, continue in force in respect of all parties thereto, except those who retire therefrom."

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Aerated Water and Cordial Making	Radius of 14 miles from G.P.O., Perth	6 Sept., 1925, to 5 Sept., 1928 ...	49/1925	25-9-25	Vol. V., No 3, p. 238.
A.W.U. (Pastoral and Agricultural)	North Wharf, Fremantle	5 Jan., 1926, to 4 Jan., 1928 ...	2/1926	6-1-26	Vol. VI., No. 1, p. 31.
Bag, Sack, and Textile Employees	Radius of 15 miles from G.P.O., Perth	27 July, 1925, to 26 July, 1928...	48/1925	18-9-25	Vol. V., No. 3, p. 237.
Bakers (Metropolitan)	Radius of 25 miles from G.P.O. ...	7 Feb., 1924, to 6 Feb., 1927 ...	9/1924	15-3-24	Vol. IV., No. 1, p. 22.
Bank Officials	State of Western Australia	1 Sept., 1924, to 1 Feb., 1926 ...	15/1925	4-3-25	Vol., V., No. 1, p. 47
Barmaids and Barmen ...	Premises of Fremantle Workers' Social and Leisure Club not outside radius of 14 miles from G.P.O., Perth	13 Oct., 1924, to 12 Oct.,1927 ...	29/1924	11-11-24	Vol. IV., No. 4, p. 198.
Do.	Collie Licensing District	16 Mar., 1925, to 15 Mar., 1928 ...	19/1925	18-3-25	Vol. V., No 1. p. 54
Do. (Metropolitan) ...	Radius of 20 miles from G.P.O., Perth	15 Dec., 1924, to 14 Dec., 1927 ...	37/1924	24-12-24	Vol. IV., No. 4, p. 211.
Blacksmithing (*See* Engineering).					
Bootmaking (Bespoke) ...	Radius of 15 miles from G.P.O., Perth	5 May, 1926, to 4 May, 1929 ...	16/1926	24-5-26	Vol. VI., No. 2, p. 172.
Bootmaking	Radius of 14 miles from G.P.O., Perth	23 July, 1924, to 22 July, 1925 ...	20/1924	1-8-24	Vol. IV., No. 3, p. 118.
Do.	do. do. do.	22 May, 1926*	18/1926	26-5-26	Vol. VI., No. 2, p. 178.
Bread Carting	Radius of 10 miles from P.O., Kalgoorlie	16 Oct., 1920, to 15 Oct., 1921...	64/1920	15-12-20	Vol. I., No. 1. p. 14.
Do.	Radius of 20 miles from G.P.O., Perth	28 Mar., 1925, to 1 Jan., 1928	24/1925	15-4-25	Vol. V., No. 2, p. 104.
Brewing	Perth and Fremantle Districts ...	20 Nov., 1924, to 20 Nov., 1925 ...	16/1925	9-3-25	Vol. IV.,No. 1. p. 24.
Do	Eastern Goldfields District	24 Dec., 1920, to 24 Dec., 1921 ...	8/1921	28-2-21	Vol. I., No. 1, p. 44.
Do.	Kalgoorlie Brewing and Ice Co. ...	24 Dec.,1924, to 24 Dec., 1926 ...	11/1925	18-2-25	Vol. V., No. 1, p. 37
Brickyard Employees	Radius of 80 miles from G.P.O., Perth	2 Oct., 1925, to 1 Oct., 1928 ...	58/1925	24-10-25	Vol. V., No. 4, p. 335.
Butchering (*See* Meat Industry Employees).					
Butchering, Wholesale (*See* Slaughtering).					
Carpentry and Joinery ...	Radius of 14 miles of G.P.O., Perth ...	13 Nov., 1923, to 12 Nov., 1926 ... (Varied by Court on 15th December, 1925)	15/1923	16-11-23	Vol. III., No. 4, p. 175.
Do. do.	do. do. do.	17 Dec., 1925, to 13 Nov., 1925 (Amendment of 15/1923)	1/1926	6-1-26	Vol. VI., No. 1 p. 29.
Car and Wagon Building (*See* Railway Employees, Government).					
Carters and Drivers' Union ...	Radius of 20 miles from G.P.O., Perth	21 April, 1925, to 1 Jan., 1928	27/1925	9-5-25	Vol. V., No. 2, p. 109.
Do. do. ...	do. do. do.	2 June, 1926, to 1 Jan., 1928 (Amendment of No. 27/1925)	21/1926	5-7-26	Vol. VI., No. 2, p. 290.
Cardboard Box and Carton making Industry	Radius of 14 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926...	35/1924	4-12-24	Vol. IV., No. 4, p. 208.
Case and Box-making ...	Radius of 14 miles from G.P.O., Perth	11 Nov., 1924, to 10 Nov., 1927	36/1924	4-12-24	Vol. IV., No. 4, p. 210.
Catering (Hotel, Restaurant, Coffee Palace and Tea Room)	Radius of 20 miles from G.P.O., Perth	2 June, 1925, to 1 June, 1928	31/1925	16-6-25	Vol. V., No. 2, p. 119.
Do. do.	Radius of 15 miles from P.O., Bunbury	15 Feb., 1924, to 11 July, 1925	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. do. ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/24	1-10-24	Vol. IV., No. 4, p. 188.
Do. do. ...	Radius of 20 miles from Merredin ...	29 May, 1926, to 29 May, 1929	17/26	24-5-26	Vol. VI., No. 2, p. 175.
Clerical (Wholesale Warehouses, Fremantle)	Radius of 5 miles from P.O., Fremantle	1 Nov., 1924, to 31 Oct., 1927 ...	32/24	17-11-24	Vol. IV., No. 4, p. 201.
Clerical (Wharf)	Premises controlled by Fremantle Harbour Trust Commissioners laid down in Act of 1902	1 July, 1924, to 30 June, 1927 ...	27/1924	13-10-24	Vol. IV., No. 4, p. 194.
Clerical (wholesale warehouses)	Radius of 14 miles from G.P.O., Perth, excluding area covered by agreement No. 32/24	5 Jan., 1925, to 31 Oct., 1927 ...	2/1925	15-1-25	Vol. V., No. 1, p. 19.
Clerical (retail establishments)	Radius of 14 miles from G.P.O., Perth	24 Jan., 1925, to 23 Jan., 1928 ...	7/1925	6-2-25	Vol. 5 No. 1, p. 29.
Clothing Trades (Millinery) ...	Radius of 25 miles from G.P.O., Perth	26 Sept., 1925, to 25 Sept., 1928	50/1925	30-9-25	Vol. V., No. 3, p. 240.
Do. (Dressmaking)	do. do. ...	do. do. ...	51/1925	30-9-25	Vol. V., No. 3, p. 242.
Do. (Miscellaneous)	do. do. ...	do. do. ...	52/1925	30-9-25	Vol. V., No. 8. p 245.
Do. (Ready-made)	do. do. ...	do. do. ...	53/1925	30-9-25	Vol. V., No. 3, p. 248.
Coachbuilders and Farriers ...	Over the whole of the State	23 March, 1925, to 22 March, 1926	23/1925	8-4-25	Vol. V., No. 2. p. 101.

* Concurrent with Agreement No. 20/1924.

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Collie Traders Employees (*See* Shop Assistants).					
Coopers, Wyndham Meat Works (*See* Meat Industry Employees).					
Drivers, Motor Car (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926	26/1925	18-4-25	Vol. V, No. 2. p. 109.
Drivers—Motor (Passenger) ...	South-West Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Dock, Rivers and Harbour Works Employees (Government)	Over the Coastline from 20 miles north of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	27 Sept., 1924, to 26 Sept., 1925 ...	24/1924	29-9-24	Vol. IV., No. 3, p. 123.
Do. (casual)	State of Western Australia	12 Jan., 1925, to 31 Jan., 1926 ...	9/1925	10-2-25	Vol. V., No. 1, p. 35.
Dyeing and Cleaning ...	Radius of 14 miles from G.P.O., Perth	5 Aug., 1920, to 4 Aug., 1921 ...	55/1920	20-10-20	Vol. I., No. 1, p. 14.
Engineering	Collie Collieries	4 Mar., 1926, to 3 Mar., 1929 ...	10/1926	15-3-26	Vol. VI., No. 1, p. 51.
Do.	Government Generating Station, East Perth	15 Sept., 1923, to 7 May, 1925 ...	10/1923	19-9-23	Vol. III., No. 3; p. 134.
Do.	State Implement Works	21 May, 1926, to 26 Sept., 1926 ...	19/1926	3-6-26	Vol. VI., No. 2, p. 178.
Engineering (Sawmills) ...	S.W. Land Division, excluding radius of 14 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	64/1925	28-11-25	Vol. V., No. 4, p. 344.
Do.	do. do. do.	30 Jan., 1926, to 20 Nov., 1928 ...	8/1926	1-3-26	Vol. VI., No. 1, p. 49.
Engineering (H. V. McKay) ...	Radius of 14 miles from G.P.O., Perth	1 July, 1926, to 30 June, 1927 ...	24/1926	12-7-26	Vol. VI., No. 3, p. 282.
Engineering (Fremantle Tramways)	Over all the Board's lines	20 Aug., 1923, to 31 Mar., 1925	16/1923	26-11-23	Vol. III., No. 4, p. 179.
Engineering (Horsfield and Brackelmann and Municipality of Boulder)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	2 Oct., 1924, to 8 Sept., 1927 ...	30/1924	12-11-24	Vol. IV., No. 4, p. 198.
Engineering (Midland Railway)	Area controlled by Midland Railway Co., of W.A.	14 Sept., 1922, to 14 Sept., 1925	13/1923	30-10-23	Vol. III., No. 4, p. 173.
Engineering (Assemblers) (Rd. Purser & Co.)	Radius of 12 miles from G.P.O., Perth	1 Aug., 1926 to 31 July, 1929 ...	29/1926	30-8-26	Vol. VI., No. 3, p. 295.
Engineering, Wyndham Meat Works (*See* Meat Industry Employees).					
Engine-drivers and Firemen (Brewery)	Perth and Fremantle District ...	20 Nov., 1924, to 19 Nov., 1925 ...	6/1925	9-3-25	Vol. V., No. 1, p. 50.
Engine-drivers and Firemen (Brewery)	Kalgoorlie Brewery and Ice Co.	1 Jan., 1925, to 31 Dec., 1926 ...	10/1925	16-2-25	Vol. V., No. 1, p. 37.
Engine-drivers and Firemen (Brewery)	Boulder	24 Dec., 1920, to 23 Dec., 1921 ...	9/1921	7-3-21	Vol. I., No. 1, p. 46.
Engine-drivers and Firemen (Railway Loco.)	Over the whole of the State	1 Jan., 1926 to 31 Dec., 1926 ...	28/1926	28-8-26	Vol. VI., No. 3, p. 288.
Engine-drivers and Firemen (Railways)	Government Generating Station at East Perth	1 March, 1923, to 28 Feb., 1925 ...	2/1923	7-3-23	Vol. III., No. 1, p. 24.
Engine-drivers and Firemen (Ice Works)	Over Premises of Western Ice Co. (1919), Limited, Perth and Fremantle	20 Sept., 1922, to 31 Dec., 1923 ...	7/1922	29-9-22	Vol. II., No. 3, p. 127.
Engine-drivers and Firemen (Coal Mining)	Collie Collieries	10 Feb., 1926, to 9 Feb., 1929 ...	7/1926	16-2-26	Vol. VI. No. 1, p. 48.
Engine-drivers and Firemen (Tin Mining)	Greenbushes Tinfields	5 July, 1919, to 4 July, 1922 ...	20/1919	26-8-19	Vol. XIV., p. 267*
Do. do. ...	do.	5 July, 1920, to 4 July, 1922 (Supplementary to 20/1919)	40/1920	19-8-20	Vol. XIV., p. 488*
Engine-drivers and Firemen ...	S.W. Industrial District	1 May, 1919, to 30 April, 1922	13/1919	14-7-19	Vol. XIV., p. 462*
Engine-drivers and Firemen (Foggitt, Jones, & Co., Ltd.)	do.	26 July, 1920, to 13 July, 1922 (Variation of Agreement 13/1919)	39/1920	3-8-20	Vol. XIV., p. 660*
Do do. ...	do.	1 May, 1920, to 30 April, 1922 (Variation of Agreement 13/1919)	45/1920	10-9-20	Vol. XIV., p. 678*
Engine-drivers, Firemen, etc ...	Over whole of State	1 Mar., 1926, to 28 Feb., 1929 ...	9/1926	1-3-26	Vol. VI., No. 1, p. 50.
Engine-drivers and Firemen ...	Boulder Municipality	1 May, 1919, to 30 April, 1922	12/1919	11-7-19	Vol. XIV., p. 460*
Engine-drivers and Firemen (Gold Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, E. Coolgardie, N. Coolgardie N.E. Coolgardie, Mt. Margaret, and E. Murchison Goldfields	16 April, 1925, to 16 April, 1926	46 & 47/1925	1-9-25	Vol. V., No. 3, p. 230 and 233.
Engine-drivers and Firemen (Wyndham Meat Works), *See* Meat Industry Employees.					
Fibrous Plaster, Modellers and Cement Goods	Radius of 25 miles from G.P.O., Perth	20 Oct., 1925, to 19 Oct., 1928 ...	59/1925	30-10-25	Vol. V., No. 4, p. 337
Fire Brigades Employees ...	State	1 Mar., 1925, to 31 Dec., 1927 ...	20/1925	23-3-25	Vol. V., No. 1, p. 55.
Firemen (Perth Hospital) ...	The Boiler House, Perth Public Hospital	1 July, 1926 to 30 June, 1926 ...	26/1926	27-8-26	Vol. VI., No. 3, p. 286.
Firewood Cutting (Westonia Firewood Contractors)	Westonia District of Yilgarn Goldfields	1 Sept., 1921, to 31 Aug., 1922	37/1921	29-10-21	Vol., I. No. 2, p. 36.
Food Manufacturing and Packing	Radius of 15 miles of G.P.O., Perth ...	22 Jan., 1924, to 21 Jan., 1927 ...	4/1924	8-2-24	Vol. IV., No. 1, p. 13.
Do. do. ...	... ...	... ...	55/1925	13-10-25	Vol. V., No. 4, p. 331.
Gas Works (Coal)	Radius of 5 miles of the Perth Town Hall, and 5 miles of Fremantle Town Hall	24 Sept., 1925, to 25 Sept., 1927 ...	54/1925	12-10-25	Vol. V., No. 4, p. 329.
Hospital Asylum Employees (Eastern Goldfields Branch)	Radius of 14 miles from Central Post Office, Kalgoorlie	1 Jan., 1925, to 31 Dec., 1926 ...	60/1925	4-11-25	Vol. V., No. 4, p. 339.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Hospital Employees (Coastal)	Radius of 14 miles from G.P.O., Perth	5 May, 1925, to 4 March, 1928 ...	35/1925	24-6-25	Vol. V., No. 2, p. 127.
Hospital Employees (Wooroloo)	Wooroloo Sanatorium	1 Jan., 1925, to 31 Dec., 1925 ...	57/1925	22-10-25	Vol. V., No. 4, p. 3 4.
Hotel, Club, Caterers, etc. (Bunbury)	Radius of 15 miles from P.O., Bunbury	25 Feb., 1924, to 11 July, 1925 ...	6/1924	16-2-24	Vol. IV., No. 1, p. 48.
Do. (Collie) ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/1924	1-10-24	Vol. IV., No. 4, p. 188.
Do. (Northam)	Radius of 20 miles from P.O., Northam	1 Jan., 1925 to 30 Dec., 1927 ...	28/1924	10-11-24	Vol. IV., No. 4, p. 194.
Do. ...	Radius of 20 miles from G.P.O., Perth	2 June, 1925 to 1 June, 1928 ...	31/1925	16-6-25	Vol. V., No. 2, p 119.
Hotel Employees (State) ...	Over all hotels within jurisdiction of the Colonial Secretary	1 June, 1924, to 31 Dec., 1925 ...	19/1924	4 7 24	Vol. IV., No. 3, p. 116
Jewellers Watchmakers and Allied Trades	Radius of 14 miles from G.P.O., Perth	13 July, 1925 to 12 July, 1928 ...	39/1925	20-7-25	Vol. V., No. 3 p. 211.
Journalists ("Sunday Times")	Radius of 15 miles from G.P.O., Perth	21 Oct., 1924, to 31 Dec., 1927 ...	33/1924	20-11-24	Vol. IV., No. 4, p. 203.
Do. ("Primary Producer")	Radius of 15 miles from G.P.O. Perth	22 July, 1925 to 31 Dec., 1927 ...	40/1925	22-7-25	Vol. V., No. 3, p. 214.
Do. ("Westralian Worker")	Radius of 15 miles from G.P.O., Perth	22 July, 1925, to 31 Dec., 1927 ...	41/1925	22-7-25	Vol. V., No. 3, p. 216.
Labourers (Building Trade) ...	Radius of 14 miles from G.P.O., Perth	1 Sept., 1924, to 31 Aug., 1927 ...	22/1924	1-9 24	Vol. IV., No. 3, p. 121.
Do. Do. do.	do. 25 do. do.	1 Sept., 1926 to 31 Aug., 1927 (Amendment of No. 22/1924)	30/1926	16-9-26	Vol. VI., No. 3, p. 296.
Labouring, Metal Working (*See* Moulders (Metal Working Labourers).					
Labouring, Municipal (*See* Municipal Employees).					
Lime Industry	Radius of 25 miles from G.P.O., Perth	1 Apl., 1926, to 31 March, 1927 ...	15/1926	10-5-26	Vol. VI., No. 2, p. 170.
Marine Divers and Tenders ...	Public Works Department, Fremantle Harbour Trust, Bunbury Harbour Board, and W.A.G. Railways	16 Feb., 1926, to 15 Feb., 1929	12/1925	22-3-26	Vol. VI., No. 1, p. 55.
Marine Store and Bottle Washing	Collins and Co.'s Stores, Perth and Fremantle Districts	3 Feb., 1920, to 2 Feb., 1921 ...	19/1920	25-3-20	
Meat Industry Employees (Ham and Bacon curing)	Foggitt Jones Limited	21 Jan., 1925, to 31 Oct., 1925 ...	3/1926	16-1-26	Vol. VI., No. 1, p. 31.
Meat Industry Employees (British-American Bye-Products Co.)	Radius of 30 miles from G.P.O., Perth	25 Feb., 1924, to 24 Feb., 1927 ...	10/1924	17-3-24	Vol. IV., No. 1, p. 25.
Meat Industry Employees (Wyndham Meat Works—*See* Slaughtering)					
Mining (Collie Coal)	Collie District	Concurrent with Award 5/1916 of 10th Oct., 1916	13/1916	18-11-16	Vol. XIV., p. 250*
Do. do.	do.	1 July, 1917, to 1 April, 1920 ..	19/1917	1-7-17	Vol. XIV., p. 293*
Do. do.	Westralian Coal Mining Co., Ltd. ...	8 Oct., 1917, to 10th Oct., 1919 ... (Agreement to run concurrently with District Award, 5/1916, of 10th Oct., 1916)	24/1917	17-11-17	Vol. XIV., p. 302*
Do. do.	Coal Mining Leases on Collie Coalfield, owned by Proprietary Coal Mines of W.A., Ltd.	20 June, 1918, to 9 Oct., 1919 (Agreement to run concurrently with District Award, 5/1916)	13/1918	22-7-18	Vol. XIV., p. 343*
Do do.	Collie Coalfields	1 Jan., 1920, to 31 Dec., 1920 ..	1/1920	19-1-20	Vol. XIV., p. 534*
Do do.	do	7 July, 1919, to 31 Dec., 1920 ...	2/1920	12-1-20	Vol. XIV., p. 535*
Do. do.	Premier Coal Mining Co., Ltd. ...	27 Dec., 1919, to expiry of district award 5/1916 of 10th October, 1916	12/1920	21-2-20	Vol. XIV., p. 561*
Do. do.	Coal Mining Leases No. 85/100, inclusive, and 267, Collie, known as the Proprietary Mine	11 April 1921, to 10 April, 1922...	20/1921	27-5-21	Vol. I., No. 2, p. 42.
Do. do.	Amalgamated Collieries of W.A., Ltd., and Premier Coal Mining Co., Ltd.	17 April, 1925 (Agreement to run concurrently with District Award, No. 5/1916)	37/1925	14-7-25	Vol. V., No. 3, p. 208.
Mining, Wheelers (Collie Coal)	Amalgamated Collieries of W.A., Ltd.	19 July, 1926 to 18 July, 1927	27/1926	27-8-26	Vol. VI., No. 3, p. 287.
Mining (Gold)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North-East Coolgardie, Mt. Margaret, the East Murchison Goldfields with the exception of the Blk. Range District of the East Murchison Goldfield	16 April, 1925, to 15 April, 1926	44/1925	30-7-25	Vol. V., No. 3, p. 221.
Motor Car Drivers (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926 ...	26/1925	18-4-25	Vol. V., No. 2, p 109.
Do. (Passenger carrying)	S.W. Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Do. do.	do. do.	2 June, 1926 to 2 Dec., 1926 ... (Amendment of No. 65/1925)	22/1926	5-7-26	Vol. VI., No. 3, p. 281.
Moulders' Assistants	State Implement Works within S.W. Land Division	1 Jan., 1924, to 31 March, 1924	16/1924	7-6-24	Vol. IV., No. 2, p. 79.
Moulders, Metals (Stove, Range, and Grate Work only)	Radius of 15 miles from G.P.O., Perth	12 Aug., 1919, to 11 Aug., 1922 ...	19/1919	25-8-19	Vol. XIV., p. 487*
Municipal Employees	Municipal District of Subiaco and all of E. A. Freeman's Employees	4 Dec., 1919, to 4 Dec., 1920 ...	7/1920	2-2-20	Vol. XIV., p. 551*
Municipal Employees (Kalgoorlie Road Board)	Eastern Industrial District	21 Nov., 1925, to 21 Nov., 1927	63/1925	21-11-25	Vol. V., No. 4, p. 343.
Municipal Employees	Boulder Municipality	1 Oct., 1925, to 30 Sept., 1927	56/1925	15-10-25	Vol. V., No. 4, p. 332.
Municipal Employees (Kalgoorlie Municipal Council)	Eastern Industrial District	1 Oct., 1925, to 30 Sept., 1927..	68/1925	19-12-25	Vol. V., No. 4, p. 350.

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Musicians	Radius of 25 miles from G.P.O., Perth	27 Jan., 1925, to 26 Jan., 1928 ...	12/1925	25-2-25	Vol. V., No. 1, p. 39.
Opticians' Mechanics	Radius of 14 miles from G.P.O., Perth	16 Aug., 1920, to 15 Aug., 1922...	53/1920	14-8-20	Vol. I., No. 1, p. 20.
Painters and Paperhangers ...	Radius of 25 miles from P.O., Kalgoorlie	10 July, 1917, to 10 July, 1919...	15/1917	21-1-17	Vol. XIV., p. 285*
Paper Ruling (*See* Printing)					
Pastry Cooking	Radius of 20 miles from G.P.O., Perth	12 May, 1925, to 11 May, 1928...	33/1925	23-6-25	Vol. V., No. 2 p. 124.
Photographic Employees ...	Radius of 15 miles from G.P.O., Perth	9 May, 1924, to 8 May, 1927 ...	13/1924	14-5-24	Vol. IV., No. 2, p. 62.
Plumbing	Radius of 25 miles of G.P.O., Perth ...	25 Jan., 1924, to 24 Jan., 1927 ...	5/1924	15-2-24	Vol. IV., No. 1, p. 15.
Do.	do. do. ...	30 May, 1925, to 24 Jan., 1927. (Variation of Agreement No. 5/1924)	29/1925	9-6-25	Vol. V., No. 9, p. 114.
Police	Over the whole of State	12 July, 1926 to 8 April, 1928 ...	25/1926	23-7-26	Vol. VI., No. 3, p. 283.
Pottery and Porcelain... ...	Radius of 30 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	67/1925	16-12-25	Vol. V., No. 4, p. 349.
Printing (Country)	Over the whole of the State, exclusive of radius of 15 miles from G.P.O., Perth, and the Eastern Goldfields District	23 Mar., 1925, to 22 Mar., 1928...	25/1925	17-4-27	Vol. V., No. 2, p. 106.
Printing (newspaper) ...	Radius of 15 miles from G.P.O., Perth	31 Jan., 1925, to 30 Jan, 1927 ...	8/1925	7-2-25	Vol. V., No. 1, p. 31.
Do.	do. do. ...	27 Mar., 1925, 30 Jan., 1927. (Variation of Agreement No. 8/1925)	21/1925	1-4-25	Vol. V., No. 2, p. 92.
Printing (Cardboard Box making and Carton making)	Radius of 20 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926 ...	35/1924	1-12-24	Vol. IV., No. 4, p. 203.
Railway Employees (Midland Railway) (General)	Over the whole of the Midland Railways and Workshops in connection therewith	8 May, 1922, to 7 May, 1925 ...	1/1923	22-2-23	Vol. III, No. 1. p. 19.
Do. (Engine-drivers, etc.)	do. do.	1 Jan., 1926, to 31-12-26 ...	6/1926	3-2-26	Vol. VI., No. 1, p. 40.
Do. (Officers)	Over the whole of the Midland Railways	18 Feb., 1922, to 17 Feb., 1925 ...	4/1923	22-3-23	Vol. III, No. 1, p. 26.
Do.	do. do. ...	28 April, 1925, to 27 Feb., 1928. Amendment to Agreement, No. 4/1923	34/1925	22-6-25	Vol. V., No. 2, p. 26.
Railway Employees (Midland Railway)	Over the whole of the Midland Railways	29 Oct., 1922 to 31 Dec., 1923...	5/1923	22-3-23	Vol. III., No. 1 p. 29.
Do. do. ...	do. do. ...	10 Jan., 1924, to 31 Dec., 1925 (Variation of Agreement, No. 5 of 1923)	11/1924	19-3-24	Vol. IV., No. . p. 26.
Restaurant Employees (Railway Dining Car)	Area covered by W.A. Government Railways	1 Aug., 1924, to 31 Dec., 1925 ...	21/1924	13-8-24	Vol. IV., No. 3, p. 121.
Do. do.	do. do. do.	do. do. do.	23/1924	4-9-24	Vol. IV., No. 3, p. 122.
Saddlery and Leather Working	Radius of 25 miles from G.P.O., Perth	3 August, 1925, to 2 August, 1921	45/1925	2-9-2	Vol., V, No. 2, p. 226.
Salesmen (Perth Wholesale)	Radius of 14 miles from G.P.O. Perth	12 June, 1925, to 11 June, 1928	32/1925	16-6-25	Vol. V., No. 2, p. 122.
Sheet Metal Working	Radius of 30 miles from G.P.O., Perth	26 Feb., 1925, to 31 Dec., 1927...	17/1925	11-3-25	Vol. 5, No. 12 pp. 11, 5,
Shipwright and Boat Building	Radius of 20 miles from Fremantle Town Hall	13 June, 1919, to 12 June, 1922 ...	14/1919	11-8-19	Vol. XIV., p. 467*
Shop Assistants (Albany) ...	Radius of 15 miles from P.O., Albany	20 Jan., 1925, (running concurrently with agreement No. 57/1925)	5/1925	27-1-25	Vol. V., No. 1, p. 25.
Shop Assistants (Bunbury) ...	Radius of 15 miles from G.P.O., Bunbury	1 Jan., 1921, to 31 Dec., 1921 ...	62/1920	8-12-20	Vol. I., No. 1, p. 27.
Shop Assistants (Busselton) ...	Radius of 20 miles from P.O., Busselton	9 Nov., 1925, to 8 Nov., 1928 ...	61/1925	9-11-25	Vol. V., No. 4, p. 340.
Shop Assistants (Collie Retail Employers)	Radius of 15 miles from P.O., Collie	22 Feb., 1922, to 21 Feb., 1923 ...	2/1922	2-3-22	Vol. II., No. 1, p. 32
Shop Assistants (Eastern Goldfields)	Radius of 30 miles from P.O., Kalgoorlie	3 May, 1920, to 2 May, 1921 ...	26/1920	3-5-20	Vol. XIV., p. 631*
Shop Assistants (Eastern Goldfields)	Radius of 10 miles from P.O., Kalgoorlie	31 Jan., 1921, to 28 Feb., 1923 ...	12/1921	31-3-21	Vol I., No. 2. p. 49.
Shop Assistants (Geraldton) ...	Radius of 70 miles from P.O., Geraldton	10 Mar., 1926, to 9 Mar., 1929 ...	11/1926	19-3-26	Vol. VI., No. 1, p. 53.
Shop Assistants (Harvey) ...	Radius of 8 miles from P.O., Harvey...	1 Oct., 1921, to 30 Sept., 1922	39/1921	26-11-21	Vol. I., No., 2. p. 68.
Shop Assistants (Katanning) ...	Radius of 2 miles from P.O., Katanning	9 Jan., 1925, to 8 Jan., 1926 ...	1/1925	2-1-25	Vol. V., No. 1, p. 17.
Shop Assistants (Metropolitan)	Radius of 15 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1927 ...	34/1924	21-11-24	Vol. IV., No. 4, p. 205.
Shop Assistants (Narrogin) ...	Radius of 5 miles from P.O., Narrogin	19 Jan., 1925, to 18 Jan., 1928 ...	3/1925	1-1-25	Vol. V., No. 1, p. 22.
Shop Assistants (Northam) ...	Radius of 15 miles from P.O., Northam	6 July, 1925, to 5 July, 1927 ...	43/1925	24-7-25	Vol. V., No. 3, p. 219.
Do. do. ...	do. do. do.	1 Sept., 1926 to 5 July, 1927 ... (Amendment of No. 43/1925)	31/1926	28-9-26	Vol. VI., No. 3, p. 297.
Shop Assistants (Wagin) ...	Radius of 5 miles from P.O., Wagin ...	13 Jan., 1925, to 18 Nov., 1927 ...	4/1925	21-1-25	Vol. V., No. 1, p. 23.
Shop Assistants (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	1 May, 1926, to 30 April, 1927 ...	20/1926	14-6-26	Vol. VI., No. 2 p. 180.
Slaughtering (Foggitt, Jones, & Co., Ltd., Small Goodsmen, Yardmen, etc.)	Foggitt, Jones & Co., Ltd., Works at Bellevue or other establishments within a radius of 30 miles of G.P.O., Perth	26 Jan., 1920, to 31 Jan., 1921	24/1920	28-4-20	

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Slaughtering	Wyndham Meat Works	1 April, 1926, to 31 March, 1927	13/1926	16-4-26	Vol. VI. No. 2, p. 143.
Superphosphate Workers ...	Radius of 15 miles from G.P.O., Perth	9 July, 1925, to 8 July, 1928 ...	38/1925	14-7-25	Vol. V., No. 3.
Tailoring	Radius of 25 miles from G.P.O., Perth	6 May, 1926, to 5 May, 1929 ...	14/1926	7-5-26	Vol. VI., No. 2, p. 152.
Do.	Geraldton and surrounding district ...	1 March, 1920, to 28 Feb., 1923...	17/1920	24-3-20	Vol. XIV., p. 577*
Tailoring	Geraldton and surrounding district...	21 Dec., 1920, to 28 Feb., 1923 (Variation of Agreement 17/1920)	13/1921	31-3-21	Vol. I., No. 1, p. 50.
Do.	Radius of 25 miles from P.O., Kalgoorlie	1 Sept., 1920, to 31 Aug., 1921 ...	56/1920	23-10-20	Vol. I., No. 1. p. 30.
Tally Clerking	So much of "Koombana Bay," in the Port of Bunbury, as is within the high-water mark, and also to such ballast ground as may from time to time be appointed for use by the Harbour Master of the said Port	6 June, 1925, to 5 June, 1928 ...	36/1925	24-6-25	Vol. V., No. 2. p. 128
Timber (Case and Box making)	do. do. ...	11 Nov., 1924, to 10 Nov., 1927...	36/1924	10-12-24	Vol. V., No. 1, p. 210
Tramway Employees (Commissioner of Railways)	Over the whole of the maintenance working of the State Tramways at Perth, including the Car Barn used in connection therewith	8 May, 1922, to 7 May. 1925 ...	6/1922	12-7-22	Vol. VI., No. 1, p. 32.
Tramway and Electricity Supply Officers (Commissioner of Railways)	Applies to all Officers engaged in the W.A. Government Tramways and Electricity Supply, except heads of Branches, Sub-heads of Branches, Shift Engineers, Switchboard Attendants, and Sub-station Attendants	22 Jan., 1926, to 21 Jan., 1929 ...	5/1926	22-1-26	Vo'. VI., No. 1, p. 36.
Tramway Employees (Commissioner of Railways)	Workers covered by "Government Tramways Act, 1912," and "Government Electric Works Act, 1914," and any amendments thereto	3 Jan., 1926, to 31 Dec., 1926 ...	4/1926	19-1-26	Vol. VI., No. 1. p. 32.
Tramway Employees (Commissioner of Railways)	do. do. do.	9 July, 1926 to 19 July, 1926 (Amendment of No. 4/1926)	23/1926	9-7-26	Vol. VI., No. 3, p. 282.
Undertakers' Assistants ...	Radius of 20 miles from G.P.O., Perth	18 Oct., 1925, to 17 Oct., 1928 ...	62/1925	18-11-25	Vol. V., No. 4, p. 342.
Wine and Spirit Warehouse Employees	Radius of 15 miles from G.P.O., Perth	1 May, 1925, to 30 April 1928 ...	28/1925	9-5-25	Vol. 5., No. 2, p. 113.
Wool, etc., Stores Employees	Radius of 20 miles from G.P.O., Perth	24 June, 1925, to 23 June, 1926 ...	42/1925	23-7-25	Vol. V., No. 3.
†Wyndham Meat Works Employees	Wyndham Meat Works	1 April, 1925 to 31 March, 1926 ...	22/1925	4-4-25	Vol. V., No. 2, p. 95.

*"Reports of Proceedings before the Court of Arbitration." † Includes Meat Industry Employees, Engineers, Engine-drivers, and Firemen.

RETURN SHOWING NUMBER OF APPRENTICES REGISTERED AT THE COURT OF ARBITRATION DURING THE QUARTER ENDED 30th SEPTEMBER, 1926.

Baking	4
Bootmaking	3
Butchering	3
Carpentry	8
Clothing	2
Coachbuilding	1
Electrical Engineering	4
Engineering	28
Furniture	9
Hairdressing	1
Jewellery	2
Painting	2
Pastrycooking	2
Plumbing	3
Printing	3
Sheet Metal	1
Tailoring	11
Timber machining	1
	88

APPRENTICES' EXAMINATIONS.

During the quarter ended 30th September, 1926, examinations have been conducted in the following trades:—Bookbinding, Hand Composing, Letterpress Machining, Paper Ruling, Tailoring, Butchering (Retail), Butchering (Slaughtering), Butchering (Eastern Goldfields), Timber Machining, Baking (Eastern Goldfields), Painting, and Saddlery.

The particulars with regard to the above mentioned examinations are as follow:—

Bookbinding: Apprentices examined, 6; progress certificates issued, 5; failed, 1.

Letterpress Machining: Apprentices examined, 41; final certificates granted, 2; progress certificates issued, 39.

Paper Ruling: Apprentices examined, 4; progress certificates issued, 4.

Tailoring: Apprentices examined, 221; final certificates granted, 27; progress certificates issued, 191; deferred, 3.

Butchering (Retail): Apprentices examined, 34; final certificates granted, 2; progress certificates issued, 31; failed, 1.

Butchering (Slaughtering): Apprentices examined, 2; progress certificates issued, 2.

Butchering (Eastern Goldfields): Apprentices examined, 5; progress certificates issued, 4; failed, 1.

Timber Machining: Apprentices examined, 19; final certificates granted, 5; progress certificates issued, 14.

Baking (Eastern Goldfields): Apprentices examined, 7; progress certificates issued, 7.

Saddlery: Apprentices examined, 20; final certificates granted, 4; progress certificates issued, 16.

Reports of Examiners in connection with the Hand Composing and Painting Trades have not yet been received.

In regard to the Letterpress Machining Trade, the Examiners report a tendency on the part of employers to keep apprentices off the cylinder machines too long. They consider that if earlier opportunity were given them to get experience on all classes of printing they would have keener interest in their work and be of greater service to the employer. In several individual cases the attention of employers has been drawn to this matter.

In connection with the examination of the Tailoring trade, the Examiners state that they have found the system adopted in the examination of trade apprentices to work advantageously. In many cases apprentices take advantage of the Technical School to learn those parts of a garment not to be learned in their employment. The Examiners, however, consider the matter of technical instruction should have more help and support from employers, and that all apprentices to the trade should have at least one year's Technical School training. They point out that there is now a free Tailors' cutting class for all boy apprentices, and suggest that a notice to this effect should be posted up in all workshops.

PUBLICATIONS RECEIVED.

The Clerk of the Court of Arbitration acknowledges with thanks the receipt of the undermentioned publications:—

Canada.

"The Labour Gazette," Vol. XXVI., Nos. 5-7.

Geneva.

"Bibliography of Unemployment."

"Industrial and Labour Information," Vol. XVLLI., Nos. 10-13; Vol. 19, Nos. 1-11; Table of Contents to Vol. 18

"Industrial Conditions and Labour Legislation in Japan."

"Official Bulletin," Vol. XI., No. 4, and Supplement.

"International Labour Review," Vol. XIII., Nos. 6; Vol. XIV., Nos. 1-3.

"Methods of Compiling Statistics of Industrial Disputes."

"Methods of Statistics of Collective Agreements."

Great Britain.

"Ministry of Labour," Vol. XXXIV., Nos. 6-8.

New Zealand.

Reports of Awards, Agreements, etc., Vol. XXVII., Pages 1-736.

Queensland.

"Queensland Industrial Gazette," Vol. XI., Nos. 8-9.

Report of the Director of Labour and Chief Inspector of Factories and Shops for year ended 30th June, 1926.

India.

"Labour Gazette" (Bombay), Vol. V., Nos. 10-12.

U.S.A.

"The Wisconsin Apprentice," Vol. IX., No. 4.

"Monthly Labour Review," Vol. XXII., Nos. 3-6.

"The Industrial Bulletin," Vol. V., Nos. 8-10.

Victoria.

Determinations of Wages Board.

New South Wales.

"New South Wales Industrial Gazette," Vol. XXIX., Nos. 6; Vol. XXX., No. 1.

Industrial Arbitration Reports, Vol. XXV., Part 1.

"Australian Statistics," Quarterly summary, Vol. 103 (March), Vol. 104 (June).

"Commonwealth Statutory Rules" (1925).

"Profit Sharing," by Dr. O. Wunderlich (Sydney).

By Authority: FRED. WM. SIMPSON, Government Printer, Perth.

The Western Australian INDUSTRIAL GAZETTE.

Prepared and edited by the Under Secretary for Labour.

Quarter ending 31st December, 1926.

VOL. VI.] MARCH 31, 1927. [No. 4.

CONTENTS.

PAGE

Agreements, Industrial, registered during quarter—
- Bootmakers, Metropolitan, No. 38/1926 388
- Carpenters and Joiners, Country, No. 36/1926 ... 384
- Clothing Trade (Dressmaking) No. 47/1926 ... 412
  - Do. (Knitting) No. 43/1926... ... 396
  - Do. (Millinery) No. 44/1926 ... 401
  - Do. (Men's and Boys) (No. 45/1926 403
  - Do. (Stock Costumes) No. 46/1926... 407
- Engine Drivers and Firemen (Railway Construction) No. 41/1926 393
- Hospital Employees' (Eastern Goldfields) No. 40/1926 392
- Hospital Employees (Mental) No. 35/1926 ... 382
  - Do. (Wooroloo) No. 37/1926 ... 388
- Police, No. 39/1926 392
- Shop Assistants (Geraldton), No. 32/1926 ... 378
- Tailoring (Geraldton), No. 34/1926 380
- Wheat Handling (Geraldton), No. 33/1926 ... 379
- Wool Stores, No. 42/1926 394

Agreements, Cancellation of—
- Clothing Trades, Nos. 50, 51, 52, 53/1925 ... 371
- Shop Assistants (Wool Stores), No. 31/1924 ... 371

Agreements, Industrial, in force 31st December, 1926 435

Agreements, Industrial, made Common Rule ... 420

Agreements, Industrial, purchase of copies of ... 324

Agreements and Awards—Variations of—to make consistent with Basic Wage—
- Aerated Water and Cordial, Agreement No. 49/1925 369
- Barmaids and Barmen, Agreement No. 37/1924 370
- Brewery Employees, Agreement No. 16/1925 ... 367
- Dock, Rivers and Harbours, Award No. 26/1922 369
- Engine Drivers and Firemen (Breweries), Agreement No. 6/1925 368
- Hairdressers, Award No. 6/1923 368
- Hotel Club Caterers, etc., Agreement No. 31/1925 370
- Jewellers, Agreement No. 39/25 367
- Shop Assistants (Albany), Agreement No. 5/1925 366
- Shop Assistants (Wagin), Agreement No. 4/1925 367
- Timberyards (Case making), Agreement No. 36/1924 368
- Wine and Spirit, Agreement No. 28/1925 ... 369
- Wool Scouring, No. 42/1925 365

Agreements, Retirement from 420

Appeal against decision of Industrial Magistrate, Northam, in Amal. Soc. Engineers *v.* W. Parker & Son; Full Court Judgment 377

Apprentice Examinations 440

Apprenticeship Regulations—Building Trade... ... 440

Arbitration Court, Speeches at adjournment of—for vacation 375

Awards—Amendment of—
- Dock, Rivers and Harbour Works (Government) No. 26/1922 361

Awards delivered during quarter—
- Barmaids and Barmen, No. 25/1926 340

CONTENTS—*continued.*

PAGE

Awards delivered—*continued.*
- Cement Workers (W.A. Portland Cement Co., Ltd.), No. 23/1926 350
- Coaling Dredges (Geraldton), No. 18/1926 ... 332
- Furniture Trades, No. 6/1926 342
- Platelayers (Norseman-Salmon Gums Railway), No. 24/1926 336
- Timberyards, Sawmills and Woodworkers (Apprentices), No. 20/1926 333
- Tramways, No. 9/1926 352

Awards in force, 31st December, 1926 431

Awards and Agreements—Variation of—to make consistent with Basic Wage—*see* under "Agreements" above.

Change of Name—Application for—
- West Australian Barmaids and Barmen's Union of Workers 364

Compulsory Conferences 364

Boards of Reference—
- Sulphur, Handling and conveyance of 364
- Printing, appointment of Board to deal with apprenticeship matters 365

Cost of Living, Commonwealth Statistician's figures 417
- Do. State Statistician's figures 331

Department of Labour—
- 44-Hour Working Week 324
- Factories and Shops Inspection—Report ... 325
- Labour Bureau Report 331
- Miner's Phthisis Act—Report 325
- Shearers' Accommodation Act—proposed amending Bill 324
- Timber Industry Regulation Act 324

Enforcements—
- Australian Workers' Union Westralian Goldfields Mining Branch *v.* Scott and Party 375
- Bread Carters' Union *v.* J. Cooper 372
- Carters and Drivers *v.* H. Hood (3); S. Barrett (2); Meakins & Podger; F. Burrows ... 372
- Engineers, Amalgamated Society of, *v.* Elliott & Kiesey (2); W. Rickerts; Wunderlich, Ltd.; A. Tate & Co; W. F. Pead & Co., Ltd. ... 372
- Engineers' Amalgamated Society of, *v.* W. Parker & Son (5); W. Thomas & Co., Ltd. (6), (Northam) 374
- Furniture Trades (Inspector H. G. Swan), *v.* Frank Parry (2); A. Perks; F. Parkinson; H. J. Oatley 373
- Meat Industry Employees' Union, *v.* W. S. Reynolds; F. Besant 374
- Midland Railway Employees' Union *v.* Midland Railway Co. 374
- Railway Employees' Union *v.* Commissioner of Railways... 374

Full Court Judgment in Appeal against decision of Industrial Magistrate, Northam, in Amal. Soc. Engineers, *v.* W. Parker & Son ... 377

CONTENTS—*continued.* PAGE

Interpretations—
Amalg. Society of Engineers—Award No. 10/1923 *re* attendance of apprentices at Technical School 363
Metropolitan Ironmasters' Union of Employers, Award No. 10/1923, *re* payment of apprentices for holidays 363
Labour Bureau Report 331
Publications received 441
Tables—
Agreements—Industrial, in force, 31st December, 1926 435
Awards in force, 31st December, 1926 431
Retirements from Agreements filed during quarter 420
Unions—Industrial 420
Registration of Secretaries, Treasurers, Trustees—Change of 428
Registered Office—Amendment of Rules—Change of name 428
Timber Industry Regulation Act 324
Unions and Associations—Industrial, registered at Court of Arbitration 423
Unions and Associations—Industrial, registered during Quarter 420
Unions—Industrial—Cancellations 421
Unions—Industrial—Sundry Registrations 421
Unions—Trade—
Registration of Treasurers, Amendment of Rules, Change of name 428
Cancelled during Quarter 428
Unions and Associations—Trade, registered at Office of Registrar of Trade Unions 429

ANNOUNCEMENT RE "INDUSTRIAL GAZETTE."

Communications in connection with the *Industrial Gazette* should be sent to the Under Secretary for Labour, Perth.

The annual subscription to the *Industrial Gazette* is three shillings and sixpence, and the charge for a single copy one shilling. The subscriptions may be sent to the Government Printer.

ANNOUNCEMENT RE INDUSTRIAL ARBITRATION ACT, 1912, AND REGULATIONS.

Copies of "The Industrial Arbitration Act, 1912," with amendment (price two shillings and threepence), and of Regulations under "The Industrial Arbitration Act, 1912," with amendments (price sixpence), are obtainable at the Office of the Registrar of Industrial Unions, Court of Arbitration, Government Gardens, Perth; also at the Government Printing Office.

ANNOUNCEMENT RE INDUSTRIAL AGREEMENTS.

Copies of Industrial Agreements registered at the Court of Arbitration can be obtained from the Government Printer shortly after registration. Single copies, minimum 3d. Orders executed at special rates.

Department of Labour.

44-HOUR WORKING WEEK.

Cabinet recently decided that the weekly working hours of full-time officer cleaners be reduced from 48 to 44. The number of employees affected is 25.

WORKERS' COMPENSATION ACT—INDUSTRIAL DISEASES.

Provision for the payment of compensation to workers suffering from certain specified industrial diseases was incorporated in "The Workers' Compensation Act Amendment Act, 1924," such provision to come into operation on dates to be fixed by proclamation.

The first proclamation, taking effect as from the 1st March, 1925, brought the new conditions into force throughout the State, with the exception of pneumoconiosis, miners' phthisis, ankylostomiasis and nystagmus, in connection with the mining, quarrying, stone crushing, or stone cutting industries.

The medical examination of miners having progressed considerably, the Act so far as it relates to the abovementioned diseases was extended to certain mining leases from the 15th June, 1926, and to others as from the 13th December, 1926.

The medical examination of all miners now being practically completed, a proclamation was gazetted on the 24th December further extending the aforementioned provisions to all mining districts in the State.

SHEARERS' ACCOMMODATION ACT, AMENDING BILL.

A Bill for an Act to amend "The Shearers' Accommodation Act, 1912, was introduced in the Legislative Assembly in October by the Minister for Labour, Mr. McCallum.

During the course of his introductory speech the Minister stated that owing to the laborious and expensive procedure prescribed under the 1912 Act adequate and efficient administration had been practically impossible. Notwithstanding this, a number of the pastoralists had provided very fine accommodation for their shearers, and it was essential for the purpose of obtaining universal compliance with the requirements of Parliament that the law be amended to render it effective. Included in the Bill as it left the Assembly for consideration by the Council were the following proposals:—

> The Act to apply to buildings where the number of shearers employed is six or over (at present the Act operates only where the number employed is eight or over); places contractors in the same category as an employer; sleeping rooms erected in future not to accommodate more than two persons, and to have increased air space; sleeping rooms not to be used for storage of food; artificial illumination to be supplied; fly-proof safes to be provided for kitchens and dining-rooms; penalty for non-compliance increased from £5 to £50, and a more expeditious method of enforcing compliance with the Act.

Drastic amendments to the Bill being insisted on by the Legislative Council, the Bill was abandoned.

TIMBER INDUSTRY REGULATION BILL.

On the 14th October the Minister for Labour, Mr. McCallum, introduced in the Legislative Assembly a Bill to provide for the inspection and regulation of employment in the Timber Industry. It was explained by

the Minister that approximately 7,000 men were employed in the industry within the State, that the employment ranked second to mining in the category of hazardous occupations, and that the provisions of the Bill were almost entirely framed on the existing Mines Regulation Act. Several items dealt with in the Bill were already covered to some extent by various Acts of Parliament, *e.g.*, Inspection of Machinery Act, Shops and Factories Act and the Health Act, but it was considered that the magnitude and nature of the industry justified a special Act, and the appointment of special inspectors. The inspection of boilers, however, would be left under the jurisdiction of the Inspection of Machinery Department. Under the Bill the mill owners will be called upon to provide adequate safeguards, and to afford protection for their employees, but bearing in mind the obligations under the Workers' Compensation Act it is considered that the extra expense entailed in the provision of safer methods will be repaid by a reduction in the number of accidents and the increase of efficiency.

The principal provisions in the Bill include power for the appointment of three classes of inspectors, namely, district inspectors (who must have had at least five years' practical experience in the timber industry generally), special inspectors for the purpose of conducting special inspections, inquiries, etc., requiring technical or scientific training or knowledge, and workmen's inspectors to be elected by the timber workers in the respective districts; a definition of the mill manager's duties and responsibilities in respect of the due observance of the provisions of the Bill; all accidents to be recorded to the district inspector; power for investigation into the cause of accidents resulting in death or serious bodily injury; if deemed necessary, inquiries may be made by magistrates; provision for the efficient guarding of dangerous machinery or appliances; the provision of ambulance first aid appliances, etc., at mills where power-driven machinery is used; power for making regulations governing matters covered by the Bill and including the ventilation of mills, prevention of dust, sanitary conditions, safe handling of jockeyed logs, safety of bush landings and inspection of housing accommodation for workers.

The Bill as introduced passed through the Assembly with very little alteration. A number of amendments were proposed in the Legislative Council, but after a conference of managers representing each Chamber agreement was reached and the Bill passed, thus providing legislative protection to a large number of workers.

THE MINERS' PHTHISIS ACT.

The examinations under the Miners' Phthisis Act, which were commenced on the 14th September, 1925, were completed last October.

The total number of men examined is 4,017, of whom 131 were found to be suffering from silicosis and tuberculosis and nine from tuberculosis. 642 were reported to be suffering from silicosis, comprising 459 early cases and 182 advanced cases. 135 T.B. men have been prohibited from employment in the mines to date, of whom 44 are fit for ordinary work and 71 permanently incapacitated. 32 have been found other suitable employment of a light nature, two are prospecting with assistance granted by the Miners' Phthisis Board, and two have been assisted to establish poultry farms. Employment has also been found for over 50 silicotic men.

Of the 71 men permanently incapacitated from work, and on half rates with allowances for dependants, one has been repatriated. The number of their dependants is 110, comprising 41 wives, seven widows, and 62 children. Dependants will, of course, increase as men become unable to work, and are placed on half rates. Twelve permanently incapacitated men are in receipt of the maximum compensation of £4 6s. per week and two of the men who have large families to support have been granted £4 8s. and £4 9s. per week respectively, on the grounds of extreme hardship, in order to make up the amount of wages they were receiving when they ceased work at the mine. It is regretted that of the 140 men reported to be suffering from T.B., 20 have already passed away.

In order that the advantages of the recent examinations shall not be lost, arrangements have been made with the Federal Government to continue the examinations in the Kalgoorlie district for a period of three years at an estimated cost of £1,500 per annum, of which the State Government will pay half, the position to be reviewed at the end of that period. The re-examinations will commence about the second week in February next.

CHIEF INSPECTOR OF FACTORIES AND SCAFFOLDING—REPORT FOR QUARTER ENDED 31st DECEMBER, 1926.

The Factories and Shops Act, 1920.

Registrations.—The number of certificates of registrations issued during the quarter was 979 (816 shops and 163 factories). During the year a total of 9,326 certificates (2,380 factories and 6,946 shops) were issued, or 307 more than for the previous 12 months. These figures do not, of course, indicate the actual number of factories and shops in existence, as owing to changes of occupants, a number of premises have been registered more than once.

Small Shops.—During the quarter 35 certificates of registration of small shops were issued under the provisions of Section 104. The total number of certificates issued during the year totalled 355, against 351 for the previous year.

Mixed Businesses.—The Hon. Minister approved of the suspension of the provisions of Sections 113 and 114 of the Act in respect of 79 mixed businesses, including one suspension that had previously been revoked. The total number of applications approved during the calendar year amounts to 336, or 19 less than for the previous year.

Staff.—Owing to the gradual and continued increase in the number of factories and other industrial establishments in which women and girls are employed, the increase in the number of such workers and the increased amount of effort involved in securing compliance with awards and agreements under "The Industrial Arbitration Act, 1912-1925," governing the industries in which females are engaged, it was found that the one officer available could not satisfactorily cope with the work involved, consequently applications for the position of inspectress were called in the daily Press and, after due consideration, Mrs. E. Clapham was appointed and commenced duty on the 1st November last.

Inspections.—The efforts of inspectors have been devoted mainly to the Metropolitan area, although visits were made to Bunbury, Busselton, Harvey, Argyle, Pinjarra, Mandurah, Serpentine, Rockingham, and Mundijong. Patrol inspections have been conducted during various week ends and evenings and throughout the Christmas and New Year holidays. In all 1,320 factories and 1,468 shops and warehouses were visited and 2,474 miles covered by officers by means of motor car and motor cycle. As a result of these inspections it was found that 10 employees were being paid at a lower rate than specified under the Act, and these employees have had their wages increased and also received £43 16s. 7d. arrears to which they were entitled.

Orders and instructions as hereunder were issued in connection with various breaches of the Act and defects in respect of premises:—

Section.		
30	Relating to employment of persons in factories	3
41	Relating to furnishing notices of overtime worked	1
66	Relating to provision of lunch-room	1
63—(a)	Relating to overcrowding in factories	1
63—(c)	Relating to ventilation of factory premises	3
63—(d)	Relating to window or light area in work-rooms	2
64—(a)	Relating to dust and fumes in factory premises	5
64—(c)	Relating to supply of fresh drinking water	1
78	Relating to sanitary conveniences	9
80	Relating to sanitation of factory premises (refuse, 1; drainage, 6; general, 9)	16
82	Relating to the provision of efficient fire escapes	1
90	Relating to first-aid outfits	2
129	Relating to employment of persons in shops	1
		46

Prosecutions.—The table hereunder indicates the number and nature of the prosecutions taken during the quarter. In all, fines to the amount of £28 10s. were imposed, whilst the costs amounted to £9 14s. 3d. Of the 48 cases taken, 45 convictions were recorded, the remaining three charges being withdrawn.

Place of Hearing.	Locality of Offence.	Nature of Charge.	Section of Act.	No. of Cases.	Fines.	Costs.	Total.
					£ s. d.	£ s. d.	£ s. d.
Northam	Northam... ...	Occupation of unregistered factory	18	2	1 0 0	1 11 6	2 11 6
Fremantle... ...	Robbs Jetty ...	do. do. do.	18	1	0 10 0	0 3 0	0 13 0
Perth	Perth	do. do. do.	18	2	1 0 0	0 6 0	1 6 0
Do.	Victoria Park ...	do. do. do.	18	1	0 10 0	0 3 0	0 13 0
Do.	East Perth ...	Failing to keep necessary records	30 (*a*)	1	0 10 0	0 3 0	0 13 0
Do.	do.	Allowing employees to work longer extended hours than permissible	37	4	6 10 0	1 0 0	7 10 0
Do.	West Subiaco ...	Failing to close shop at prescribed hour	102	2	1 0 0	0 6 0	1 6 0
Do.	Mt. Hawthorn ...	Failure to observe closing hours of Chemists' shops	107	1	0 10 0	0 3 0	0 13 0
Do.	North Perth ...	Failure to observe closing hours of Hairdressers' shops	109	1	0 10 0	0 3 0	0 13 0
Northam	Northam ...	Occupation of unregistered shop	133	1	0 10 0	0 15 9	1 5 9
Fremantle ...	Fremantle ...	do. do. do.	133	2	with'dwn		
Do.	North Fremantle	do. do. do.	133	2	1 0 0	0 6 0	1 6 0
Do.	Sth. Fremantle	do. do. do.	133	1	0 10 0	0 3 0	0 13 0
Do.	East Fremantle...	do. do. do.	133	1	0 10 0	0 3 0	0 13 0
Do.	Fremantle ...	do. do. do.	133	8	4 0 0	1 4 0	5 4 0
Perth	East Perth ...	do. do. do.	133	1	0 10 0	0 3 0	0 13 0
Do.	Subiaco	do. do. do.	133	4	2 0 0	0 12 0	2 12 0
Do.	Cottesloe ...	do. do. do.	133	4	2 0 0	0 12 0	2 12 0
Do.	Osborne Park ...	do. do. do.	133	1	0 10 0	0 3 0	0 13 0
Do.	Canning Bridge	do. do. do.	133	2	1 0 0	0 12 0	1 12 0
Do.	Victoria Park ...	do. do. do.	133	2	1 0 0	0 6 0	1 6 0
Do.	Como	do. do. do.	133	1	with'dwn	0 5 0	0 5 0
Do.	Nedlands Park ...	do. do. do.	133	1	0 10 0	0 3 0	0 13 0
Do.	Como	do. do. do.	133	2	2 10 0	0 8 0	2 18 0
				48	28 10 0	9 14 3	38 4 3

Accidents.—In accordance with the provisions of Section 85 of the Act, 86 notices were received in connection with accidents to employees in factory premises and inquiries were made into each case.

None of the accidents were fatal, but in two cases each of the employees lost the first joint of a finger, and in the remaining cases the period of incapacity was of short duration.

Proclamations.—During the quarter the following proclamations were gazetted:—

October 15th.—Declaring that Friday, the 22nd day of October, be a holiday in the townsite of Cunderdin.

October 22nd.—Declaring the operations of the Act to be suspended on the 26th, 27th, 28th, and 29th days of October between the hours of 6 and 8 o'clock in the evening in so far as it applies to the closing times of hairdressers' shops situate in the Katanning Shop District.

November 26th.—Abolishing the Bruce Rock Shop District and declaring that the Bruce Rock Road District as existing at the 30th October, 1926, be a shop district and known as the Bruce Rock Shop District.

December 3rd.—Declaring that the operations of the Act be suspended between the hours of 6 o'clock and 9.30 o'clock in the evening of Friday, the 24th December in all shop districts throughout the State except the Kalgoorlie-Boulder-Brown Hill-Ivanhoe and Hannans Shop District and Busselton and Collie Shop Districts.

December 3rd.—Declaring that the operations of the Act be suspended between the hours of 10 o'clock in the

evening of Friday, the 24th December, in the Busselton and Collie Shop Districts.

December 3rd and 10th.—Declaring the following public holidays:—27th December in the Kalgoorlie-Boulder, Brown Hill-Ivanhoe, and Hannans Shop Districts: 27th and 28th December in the Metropolitan Shop District; 27th December, 1926, and 3rd January, 1927, for the remaining shop districts in the State.

December 10th.—Declaring that Saturday be the late trading night in the specified locality contained within the circumference of a circle the centre of which is the Mandurah Post Office and the radius 2½ miles.

December 10th.—Declaring that Wednesday be the weekly half holiday in the specified locality contained within the circumference of a circle the centre of which is the Mandurah Post Office and the radius 2½ miles.

December 17th.—Declaring that the 9th February, 1927, be a holiday in the Denmark Shop District.

Regulations.—Representations having been made to the Hon. the Minister that the Order Tailoring Industry be declared a Special Industry for the purpose of Section 40 of the Act, after due inquiry a regulation was framed and gazetted as follows:—

The Order Tailoring Industry shall be deemed to be a special industry for the purposes of Section 40 of the Act.

Special Industries.—Three applications were received under Section 40 of the Act for exemption from paragraphs b, c, and e of Section 37 (subsection 1) in connection with the working of extended hours by women and boys.

In two instances the printing industry was affected, one firm for five days during 1927, and the second for the period 13th to 24th December. The third instance was in connection with the order tailoring industry generally, when exemption was granted for the period from the 3rd December to the end of the year.

Weekly Half-holidays and late Trading Nights.—Petitions having been presented to the Hon. the Minister in due form, Wednesday has been proclaimed the half holiday and Saturday the late trading night for shops generally in the Mandurah specified locality, which is all that area within 2½ miles from the Mandurah Post Office.

In the Geraldton Shop District the effect of Industrial Agreement 11/1926, and which was on the 7th December, under the provisions of "The Industrial Arbitration Act, 1912-25," declared a Common Rule, is to abolish the late trading night in that portion of this district that is within a radius of 15 miles from the Geraldton Post Office, in respect of shops in which shop assistants who are affected by the agreement are employed.

Shop Districts.—At a meeting of persons interested and held at Bruce Rock on the 30th October, to discuss the advisability of changing the weekly half holiday in that district, it was decided to petition the Hon. the Minister to abolish the then existing shop district and to have the Bruce Rock Road District as existing at 30th October, 1926, declared a shop district for the purposes of the Act.

This was given effect to by Proclamation dated 26th November.

On pages 7 and 8 of Volume 5 of the "Industrial Gazette" is published a schedule of the various shop districts which have been proclaimed. Owing to alterations in the late trading nights, weekly half-holidays, and boundaries of certain districts, an amended schedule has been prepared and is set out hereunder.

Name of District or Specified Locality.	Comprising.	Half-holiday.	How determined.	Late Shopping night.	How determined.
Albany	Road District and Municipality combined	Saturday	By Act	Abolished	By poll of electors.
Armadale-Kelmscott	Road District	do.	do.	Friday	By Act.
Arthur, West ...	do. do.	do.	do.	do.	do.
Augusta	Road District (now known as Augusta Margaret River)	do.	do.	do.	do.
Avon	Road District (known as Quairading Road District)	Thursday	Petition of Shop-keepers	Saturday	By petition of Shop-keepers.
Balingup	Road District	Wednesday	do. do.	do.	do. do.
Beverley	do. do.	do.	do. do.	do.	do. do.
Black Range ...	do. do.	Saturday	By Act	Friday	By Act.
Blackwood, Lower	Road District (Nannup)	do.	do.	do.	do.
Blackwood, Upper	Road District	do.	do.	do.	do.
Bridgetown	do. do.	do.	Poll of electors ...	do.	do.
Broad Arrow ...	Road District as at 9th February, 1921	do.	By Act.	do.	do.
Brookton	do.	Wednesday	Poll of electors ...	Saturday	By poll of electors.
Broomehill	do.	Saturday	By Act	Friday	By Act.
Bruce Rock ...	... ...	...	... ...		
Bunbury	Municipal District and Road District combined	Wednesday	Poll of electors ...	Saturday	By petition of Shop-keepers.
Busselton	Sussex Road District and Busselton Municipality combined	do.	Petition of Shop-keepers	do.	do. do.
Capel	Road District	Saturday	By Act	Friday	By Act.
Chapman, Upper ...	do.	...	... ...	...	...
Chittering	do.	do.	do.	do.	do.
Collie	Road District and Municipality combined	do.	do.	do.	do.
Corrigin	Road District	Wednesday	Petition of Shop-keepers	Saturday	By petition of Shop-keepers.
Cuballing	Road District	Thursday	do.	do.	do. do.
Cue-Day Dawn ...	do.	do.	do.	do.	do. do.
Dalwallinu	do.	Saturday	By Act	Friday	By Act.
Dandarragan ...	do.	do.	do.	do.	do.
Dardanup	do.	do.	do.	do.	do.

Name of District or Specified Locality.	Comprising	Half holiday.	How determined.	Late Shopping night.	How determined.
Darling Range ...	Road District except that portion in Metropolitan Shop District	Wednesday	Petition of Shopkeepers	Saturday	By petition of Shop-keepers.
Denmark	Road District	Saturday	Poll of electors ...	Friday	By Act.
Dowerin	do.	Thursday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Drakesbrook ...	do.	Saturday	By Act	Friday	By Act.
Dumbleyung ...	All that portion of the Road District West of the Rabbit-Proof fence	Wednesday	Poll of electors ...	Saturday	Poll of electors.
Esperance	Road District	Saturday	By Act	Friday	By Act.
Geraldton	Electoral District	do.	do.	do.	The effect of Industrial Agreement 11/1926, which was declared a Common Rule on Dec. 7th, 1926, is to abolish the late trading night in that portion of this district which is within a radius of 15 miles from the Geraldton Post Office, in respect of shops in which shop assistants who are affected by the Agreement are employed. *vide* Sec. 115 and 155 of the Act.
Gingin	Road District	do.	do.	do.	By Act.
Gnowangerup ...	do.	Thursday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Goomalling ...	do.	Wednesday	do. ...	do.	do. do.
Gosnells	Road District (except that portion in Metropolitan Shop District)	Saturday	By Act	Friday	By Act.
Greenbushes ...	Road District	Wednesday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Greenmount ...	Road District except that portion in Metropolitan Shop District	Saturday	By Act	Friday	By Act.
Harvey	Road District	do.	do.	do.	do.
Irwin	do.	Wednesday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Kalgoorlie Brown Hill-Ivanhoe and Hannans	Electoral District	Wednesday	Poll of electors ...	Abolished	By Act.
Kanowna	Road District	Saturday	By Act	Friday	do.
Katanning	do.	do.	do.	do.	do.
Kellerberrin ...	*Vide Government Gazette* of 6th August, 1926, page 1545, approximately 13 miles North, 12 miles South, 5½ miles East, and 5½ miles West of Kellerberrin	Wednesday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Kojonup	Road District	Saturday	By Act	Friday	By Act.
Lawlers	do.	do.	do.	do.	do.
Leonora-Malcolm ...	do.	Wednesday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Mandurah	All that locality contained within the circumference of a circle, the centre of which is the Mandurah Post Office and the radius 2½ miles	do.	do. do.	do.	do. do.
Manjimup	All that portion of Manjimup Road District contained within the circumference of a circle, the centre of which is Manjimup Post Office, and the radius 5 miles	Saturday	...	Monday	
Marradong	Road District	Saturday	By Act	Friday	By Act.
Meckering	... ...	do.	do.	do.	do.
Meekatharra ...	Road District except that portion North of 26° of S. Latitude	Saturday	do.	do.	do.
Melbourne	Road District	do.	do.	do.	do.
Menzies	do.	do.	do.	do.	do.
Merredin	do.	Wednesday	By petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Metropolitan ...	Metropolitan, Metropolitan-Suburban and West Electoral Provinces	Saturday	By Act	Abolished	By Act.
Mingenew	Road District	Thursday	Petition of Shopkeepers	Saturday	Petition of Shop-keepers.
Moora	do.	Wednesday	do. do.	do.	do. do.

Name of District or Specified Locality.	Comprising.	Half holiday.	How determined.	Late Shopping night.	How determined.
Mt. Magnet	Road District	Saturday	By Act	Friday	By Act.
Mt. Margaret ...	do.	do.	do.	do.	do.
Mullewa	do.	do.	do.	do.	do.
Murchison	Road District except that portion North of 26° of S. Latitude	do.	do.	do.	do.
Nannine	Road District	do.	do.	do.	do.
Narrogin	Road District and Municipality ...	do.	Poll of electors ...	do.	do.
Ninghan	Road District as at 9th February, 1921	do.	By Act	do.	do.
Norseman	Road District	Thursday	Petition of Shop-keepers	do.	do.
Northam	Road District and Municipality ...	Saturday	Poll of electors ...	do.	Poll of electors.
Northampton ...	Road District	Wednesday	Petition of Shop-keepers	Saturday	Petition of Shop-keepers.
Perenjori-Morowa ...	Road District	Saturday	By Act	Friday	By Act.
Phillips River ...	do.	do.	do.	do.	do.
Pingelly	do.	Wednesday	Petition of Shop-keepers	do.	do.
Pinjarra	All that portion of Murray Road District contained within the circumference of a circle, the centre of which is Pinjarra Post Office, and radius 3 miles	do.	do. do.	Saturday	Petition of Shop-keepers.
Plantagenet	Road District	Saturday	do. do.	Friday	By Act.
Preston	do.	do.	By Act	do.	do.
Rockingham ...	Road District except that portion in Metropolitan Shop District	do.	do.	do.	do.
Roe	Kulin Road District, previously known as Roe Road District	Wednesday	Petition of Shop-keepers	Saturday	Petition of Shop-keepers.
Serpentine-Jarrahdale	Road District	Saturday	By Act	Friday	By Act.
Shark Bay	Road District except that portion North of 26° S. Latitude	do.	do.	do.	do.
Swan	Road District, except that portion in Metropolitan Shop District	do.	do.	do.	do.
Tambellup	Road District	do.	do.	do.	do.
Toodyay	do.	Wednesday	Petition of Shop-keepers	Saturday	Petition of Shop-keepers.
Victoria Plains ...	Road District	Saturday	By Act	Friday	By Act.
Wagin	Road District and Municipality ...	do.	Poll of electors ...	do.	do.
Wandering	Road District	do.	By Act	do.	do.
Wanneroo	do.	do.	do.	do.	do.
Westonia	do.	Wednesday	Petition of Shop-keepers	Saturday	Petition of Shop-keepers.
Wickepin	do.	do.	do.	do.	do. do.
Williams	do.	Saturday	By Act	Friday	By Act.
Wiluna	Road District, except that portion North of 26° S. Latitude	do.	do.	do.	do.
Woodanilling ...	Road District	do.	do.	do.	do.
Wyalcatchem ...	do.	Thursday	Petition of Shop-keepers	Saturday	Petition of Shop-keepers.
Yalgoo	do.	Wednesday	do. do.	Friday	do. do.
Yilgarn	do.	do.	do. do.	Saturday	do. do.
York	Road Board and Municipality ...	do.	do. do.	do.	do. do.

The following portions of the State are not in any Shop District:—

1. The Dumbleyung Road District, except that portion west of the Rabbit-proof Fence.

2. The Warren Road District, except those portions known as the Manjimup Shop District and the Mandurah specified locality.

3. The Murray Road District, except that portion known as the Pinjarra Shop District.

4. Those portions of the Geraldton, Upper Chapman, and Greenough Road Districts, which are not contained within the Geraldton Electoral District, the latter having been declared a shop district on 6th July, 1921.

Inspection of Scaffolding Act, 1924.

During the quarter notices of intention to erect scaffolding in accordance with Regulation 3, to the number of 301 were received, or a total of 1,023 for the twelve months. Inspections were completed in connection with 171 jobs, the value of which was £206,968 12s. 9d. (including six departmental jobs valued at £875).

Work was also finalised with regard to 57 notices that had been received, and although a total of 236 inspections had been made it was found at the time of inspection that no scaffolding subject to the provisions of the Act had been erected. The value of this work is set out as £37,628 7s. 8d., and covers the whole State.

At the end of the year officers of the Department were conducting inspections of scaffolding in connection

with 413 notices that had been received. The value of the work is estimated at approximately £865,646 6s. 6d. It was found necessary to issue only four written orders requiring that scaffolding be erected in a satisfactory manner, although many verbal orders requiring minor alterations in scaffolding were made and complied with whilst the inspector was on the spot.

During the quarter the inspectors in the metropolitan area covered 3,063 miles by means of motor cycles and made 1,303 inspections.

On the 22nd November an accident occurred in connection with building operations proceeding at an hotel in Fremantle. It appears that an employee was mounting a 25ft. ladder to fix a cover board to a verandah gable, when he fell, fracturing his jaw and injuring his head. Apparently no one on the job actually saw him fall. He was taken to hospital and received medical attention. Investigations were made by inspectors of the Department, and it appears that the accident was caused through the employee losing his hold or slipping; the ladder was found to be in good condition.

During the last session of Parliament a Bill to amend the Act was introduced and passed. Although the Act has been in operation since June, 1925, it soon became apparent that owing to the omission of a definition of the term "Horizontal Base," and the inadequacy of the definition of the term "Scaffolding," the Act did not afford to all workmen engaged on building construction that measure of protection which it was intended that it should provide. Accordingly a definition of the term "Horizontal Base" as follows, has been inserted in the Act:—

"Horizontal Base" means ground level; provided that where any scaffolding is erected upon permanent floors with walls on all sides not less than three feet higher than the working platform, then such permanent floor shall be deemed the horizontal base: Provided also that in the case of scaffolding erected or used below the ground level, "Horizontal Base" shall mean the base of the scaffolding.

The definition of "scaffolding" has also been amended and now reads:—

"Scaffolding.—Any structure exceeding eight feet from the horizontal base used or intended to be used for the support or protection of workmen in erecting, demolishing, altering, repairing, cleaning, painting or carrying on any other kind of work in connection with any building, structure, ship or boat, and includes any swinging stage or ladder exceeding 25ft. in length, used or intended to be used for any of the purposes aforesaid; but the term does not include mine timbering or any structure erected for the carrying out of that work. The term includes all gear used in connection with scaffolding and includes scaffolding and gear in wells and in excavations made in connection with building operations."

Subsection 2 of Section 1 has been amended by removing the restriction of the application of the Act to buildings exceeding one storey in height in country districts and applying it to scaffolding exceeding fifteen feet in height from the horizontal base, throughout the State except in the Metropolitan Area (the Metropolitan, the Metropolitan-Suburban, and the West Provinces).

Section 11 of the Act has been amended by the addition of the following subsection:—

(3.) When it appears to an inspector that the employment of any person on any building or structure at a height exceeding eight feet from the ground level without the use of scaffolding would be dangerous to human life or limb, he may, by notice to any person so employed and the owner of the building or structure, give directions for scaffolding to be used to his satisfaction, and unless notice of appeal is given as hereinafter provided, such directions shall be forthwith carried out.

This will have the effect of making the Act applicable in cases where it is found that men are working at a dangerous height without the use of scaffolding for their support, and empowers the inspector in such cases to require the provision of scaffolding.

Section 25 of the Act has been amended by the addition of the two subsections following:—

(1.) For the protection of workmen from electric wires so near scaffolding as to be a source of danger.

(2.) Requiring a municipal council or road board to notify the chief inspector with prescribed particulars whenever notice is received by such council or board under any building by-law or regulation in force for the time being in the district, of the intention of any person to commence to build, take down, alter, add to or repair any building.

The first of these subsections has for its object the prevention of accidents of a like nature to one that happened a few months ago, when a workman whilst carrying an iron pipe on his shoulder, was ascending a ladder to get on to a roof of a building; the pipe came in contact with a live wire, and as a result the man fell, fractured his skull, and subsequently died in hospital.

The effect of the second subsection is that it will now be necessary for municipal councils and road boards that have adopted building by-laws to notify the Department of the issue of building permits.

Regulation 19 requires an inspector to mark all scaffolding and gear, or parts thereof, which he condemns as being unsafe for use. The amendment prohibits the defacement or obliteration of such marks.

Shearers' Accommodation Act.

Three reports of inspections made during this quarter under the Act, by police officers, have been received and in each case the report was of a satisfactory nature.

A Bill to amend the existing Act with a view to bringing it into conformity with legislation of a similar nature operating in other States was introduced during the recently concluded session of Parliament but was not favourably received in the Legislative Council and was eventually allowed to lapse.

Employment Brokers Act.

Ten inspections were made under this Act during the quarter, or 44 for the year.

One complaint against an employment broker was investigated. It appears that a youth had been sent to a country employer who really required an experienced man. The fault lying on the broker, the worker was recompensed by payment for time lost, living expenses, train fares and the refund of employment fee.

Industrial Arbitration Act, 1912-25.

A total of 254 inspections were made by officers of the Department principally in connection with the clothing industry in the Metropolitan Area, and as a result it was found that 73 employees were being paid at lesser rates than provided in the respective awards or agreements. These employees have received arrears of wages amounting to £219 4s. 11d.

One special investigation was conducted by direction of the Court.

The Schedule hereunder indicates the nature and result of the proceedings instituted in the Arbitration Court for enforcement of awards or agreements.

Nature of Industry and No. of Award or Agreement.		Locality.	Nature of Application.	No. of applications.	Fine.	Costs.	Total.	Remarks.
					£ s. d.	£ s. d.	£ s. d.	
9/24	Bakers	Perth ...	Working during prohibited hours	1	0 5 0	0 5 6	0 10 6	
9/24	Do.	do. ...	Allowing employees to work during prohibited hours	1	0 5 0	0 5 6	0 10 6	
12/21	Furniture Trades ...	do. ...	Failing to keep correct records	1	0 5 0	0 5 6	0 10 6	
12/21	Do.	do. ...	Allowing employees to work during prohibited hours	1	0 5 0	0 5 6	0 10 6	
12/21	Do.	do. ...	Working during prohibited hours	3	0 15 0	0 16 6	1 11 6	
12/21	Do.	do. ...	Inducing an employee to repay monies that may be recovered in proceedings under Industrial Arbitration Act, 1912–1925	1	dismissed		...	Proceedings taken under Sections 138 and 139 of Industrial Arbitration Act, 1912–1925
34/24	Shop Assistants ...	do. ...	Employing junior assistants in a greater number than permissible	1	0 1 0	0 5 6	0 6 6	Arrears of wages, 6s. 6d.
34/24	Do.	do. ...	Failing to pay proportion of holidays due on completion of employment	3	3 0 0	0 16 6	3 16 6	Arrears of wages, £5 19s.
34/24	Do.	do. ...	Failure to pay overtime ...	5	5 0 0	1 7 6	6 7 6	Arrears of wages, £8 0s. 8d.
34/24	Do.	do. ...	Paying less than amount specified in Award	8	8 0 0	2 19 0	10 19 0	Arrears of wages, £7 9 11s. 0d.
				25	17 16 0	7 7 0	25 3 0	Total arrears paid, £93 17s. 2d.

STATE LABOUR BUREAU—QUARTER ENDED 31st DECEMBER, 1926.

Report of Secretary.

The number of individual men who had their names registered for employment was 2,711, and the engagements totalled 1,281. There were 379 workers assisted with fares to proceed to work, at a cost of £362. An amount of £554 was received as refunds on account of fares advanced. Twenty-four fares were supplied from the Employers' Railway Fares Trust Fund Account, amounting to £21.

Comparing the number of applicants for work at the Head Office and branches with that for the corresponding period of the year, 1925, there is an increase of 521, and the engagements show an increase of 133. The applicants for work at the Head Office, Perth, were 1,937, and the Branches 774, while the engagements were 1,048 at Perth and 233 at the Branches.

Under the scheme for placing goldfields lads on farms 13 lads were despatched from Kalgoorlie. These were proceeding to farm work for the first time, and were supplied with free rail fares.

Women's Branch.

The number of women registered for employment was 417, which is 14 less than the figures for the corresponding quarter of the year 1925. The engagements were 605, being an increase of 65.

RETAIL PRICE INDEXES—FOOD AND GROCERIES.

State Statistician's Report.

The figures hereunder give the result of the inquiry conducted by the Government Statistician into the cost of food and groceries in certain towns in Western Australia for the three months ended December, 1926.

Index Numbers, 4th Quarter, 1926.

The methods adopted in compiling the index numbers are similar to those employed by the Commonwealth Statistician.

The table shows the difference in the cost of food and groceries in the various centres as compared with the cost in the Metropolitan Area. It will be noted that prices in the more remote towns are much higher than those obtaining in the Metropolitan Area.

Food and Groceries: Weighted average for six capital towns in 1911 as base = 1,000.

Town.	Oct.	Nov.	Dec.	Average for quarter.	Percentage difference as compared with Metropolitan Area.
					%
Metropolitan Area	1809	1800	1802	1804	...
Albany	2031	2014	2013	2019	11·91
Bridgetown ...	2110	2092	1869	2024	12·19
Bunbury ...	2041	2006	2004	2017	11·81
Collie	2086	2066	2081	2078	15·20
Coolgardie ...	2064	2032	2030	2042	13·19
Cue	2525	2514	2506	2515	39·41
Geraldton ...	1983	1988	1985	1985	10·03
Greenbushes ...	2147	2117	2138	2134	18·29
Gwalia	2291	2145	2296	2247	24·56
Jarnadup ...	2123	2091	2110	2108	16·85
Jarrahdale ...	2138	2128	2124	2130	18·07
Kalgoorlie ...	1994	2061	1861	1972	9·31
Katanning ...	1889	1995	1839	1908	5·76
Leonora ...	2220	2334	2279	2278	26·27
Lyall's Mill ...	2095	2074	2103	2091	15·91
Manjimup ...	2141	2100	1947	2063	14·36
Meekatharra ...	2403	2375	2397	2392	32·59
Menzies	2377	2385	2417	2393	32·65
Merredin ...	2133	2141	2144	2139	18·57
Muresva	2271	2274	2266	2270	25·83
Nanga Brook ...	2014	1973	1976	1988	10·20
Narrogin ...	1876	1927	1890	1898	5·21
Norseman ...	2440	2169	2423	2344	29·93
Northam ...	1980	1969	1999	1983	9·92
Northampton ...	2062	2087	2068	2072	14·85
Pemberton ...	2039	2048	2056	2048	13·53
Southern Cross ...	2224	2206	2189	2206	22·28
Wiluna ...	2993	2940	2896	2943	63·14
Yarloop	1990	1956	1942	1963	8·81
Youanmi... ...	2747	2704	2697	2716	50·55

AWARD—COALING DREDGES, GERALDTON.

COURT OF WESTERN AUSTRALIA ;;.la b mh
AUSTRALIA.
No. 18 of 1926; File 3284.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

The Minister for Works, Applicant, and The Geraldton Lumpers' Union of Workers, Respondent.

Mr. H. Bennett appeared for the applicant.
Mr. T. Fox appeared for the respondent.

The following remarks were made by the members of the Court at the speaking to the minutes of the proposed Award on the 8th November, 1926:—

The PRESIDENT: This is one of the appointments the Statute imposes on us. The object of speaking to the Minutes is only to point out some little mistake or something of that kind, or some unnecessary hardship that the Court may have overlooked. The discussion does not deal with general principles. There has not been much harm done in this case as it is only a short award we are dealing with.

In this matter a dispute occurred or was likely to arise at Geraldton as regards the method employed by the Public Works Department there in conducting some dredging operations particularly relating to the method of coaling the dredge. It was claimed by members of the Waterside Workers' Union there that this work was theirs by virtue of their award. It was claimed by the Minister for Public Works that he was governed in the conduct of this particular work by the provisions laid down in an award of this Court, No. 26 of 1922, to which he was a party and to which the respondent was the Coastal Docks, Rivers and Harbour Workers' Union of Workers.

The matter was referred to the members of the Court sitting as Commmissioners. A compulsory conference was called and subsequently, no agreement having been reached, the matter was referred to this Court, and the Court has now issued minutes of the award which it is proposed to deliver.

With regard first of all to the claim of the waterside workers, we have thoroughly investigated that claim. It rests upon an award in existence which is a Federal award, and with regard to that award the first thing to be noted is this, that the Minister for Works is not a party to it. Therefore, he is in no way bound by the provisions of the award, as a Federal award has not the effect of a common rule. Apart from that, Mr. Fox, as agent for the waterside workers, pointed out that apparently there was a moral right that his union should have this work from the fact that the definition of waterside worker in the award meant that this work should belong to the members of his union. How far after all does the effect of the definition take us in a case of this kind?

A word or a phrase is defined in an award in just the same way as it is defined in an Act of Parliament; it is for the purpose of explaining the particular word or phrase as it occurs in the Act of Parliament or in the award, either to limit its application or to enlarge its application, or occasionally even it may be only for the purpose of lending emphasis to what the dictionary meaning of the phrase may be.

Now, in this case we find "waterside worker" defined as follows:—

> "'Waterside worker' and 'employee' or 'member' means a wharf labourer who is a member of the claimant organisation and employed in the loading, discharging, and/or coaling of vessels, including work done usually recognised by employers as wharf labourers' work prior to and on the 18th day of December, 1923."

Now, that definition is put in the award for the purpose of explaining the section dealing with rates and conditions. Rates and conditions are mentioned in the award as follows: "The minimum rate of wages to be paid to waterside workers when employed by any of the respondents bound by this award, with the exception hereinafter mentioned, shall be as follows:"

The definition of "waterside worker" is inserted in the award to explain the meaning of that term as it applies under the heading of rates and conditions. Of course, the Minister for Works is not a respondent. I am pointing out that "waterside workers" is defined for the purpose of showing exactly what is meant under the heading of rates and conditions. It means any worker coming within the heading of that definition, within its purview or context is entitled to be paid the rates fixed here when he is employed by any of the respondents. The definition goes no further. It does not mean that anybody doing any such work is entitled to be paid the rates and to have the conditions here: he must be employed by some of the respondents, as it is clearly set forth.

Again, another argument was used to the effect that the waterside workers were in many instances not casual workers at all, but permanent workers in the sense that this was their permanent, their ordinary and their only occupation. That is not the sense in which the word "casual" is used in speaking of an award of this kind, such as the waterside workers'. It was admitted, in fact it was stated, that the rates fixed for waterside workers are considerably higher than the rates for other workers because, on an estimate made by the Judge who delivered the award dealing with this industry in the first instance, he considered that they were casual workers to this extent, that they worked on an average about 30 hours a week, whereas at that time a permanent worker (using that word in its rather narrow sense) worked 48 hours per week. The Judge regarded them as casual workers, inasmuch as he estimated that their average working week would be 30 hours and there would be long periods when they would not do any work at all. For that reason he fixed special rates for them, so that they are casual workers for the purposes of this award. As contrasted with permanent workers they are casual workers, because they are estimated to have work covering say 30 hours per week, whereas permanent workers are workers estimated to have work for 48 hours per week, or for 44 hours per week as is the custom in some occupations at the present time.

That is the distinction between permanent and casual referred to. It has no reference at all to the fact that the wharf labourer is usually employed doing simply wharf labourer's work and no other work; in other words, that that is his ordinary occupation. He may, if he likes, when he has finished wharf labouring work, take on any other work, or he may be fortunate enough (as some are) to work 44 or even 48 hours per week. But that has nothing to do with the fact that these rates are fixed for casual workers working 30 hours per week on a rough estimate.

But there is another paragraph in this award that was not alluded to and which seems to me to be rather significant. It is a paragraph dealing with the Broken Hill Proprietary Co., Ltd., and is to this effect:—

> "The company having given a similar undertaking to the Court to those undertakings given by the company to the late President of the Court, and to me when previous awards were made for the Waterside Workers' Union, I do not propose to include the company in the list of respondents. The only change I find made since the undertaking was given is to pay more than the basic wage to the employees who do wharf labour permanent work. The basic rate for Newcastle is 13s. 8d. per day. The company pay 17s. 1d. per day."

When we trace the origin of that paragraph we find a special exemption was made for the Broken Hill Proprietary Company. On looking up the previous award, the reason is stated to be as follows:—

> "The Broken Hill Proprietary Company, Ltd., has applied for exemption from the award on an undertaking to give constant employment to their employees in doing wharf labouring work for 48 hours, not 38 hours casual work a week. This was accepted by the late President."

We therefore find that where an employer guarantees his employees permanent work, 48 hours per week, not 30 hours, he was specially exempted from the provisions of the award providing for higher rates of wages. It seems to me, therefore, leaving aside altogether our local award, that had the Minister for Works approached the Court and asked to be exempted as the Broken Hill Proprietary Company, Ltd., was exempted, and for the same reason, namely, that these men working on these dredges are permanent employees and were not in any sense 30 hours a week men (they were 44 or 48 hours a week men) the Minister would have been entitled to the same exemption as the Broken Hill Proprietary Company, Ltd., were found to be entitled to. In other words, the Minister did not employ casual waterside workers at all; he employed permanent hands as the word "permanent" is used in these awards to do the work. They were employed 48 hours per week.

It will be seen that the rates given to these permanent hands are not by any means the rates to be given to the man working 30 hours a week, for whom the award was made and for whom it specially provides. So much as regards the waterside workers' award. The Minister is not mentioned in it. The Minister is not bound by it; and it imples merely casual work, 30 hours per week, and it does not apply to the permanent workers employed by the Minister for Works at Geraldton and probably at other places.

We come now to the local award, the area and scope clause of which is as follows:—

> "This award shall apply only to workers employed by the Minister for Public Works, the Colonial Secretary as Minister for State Steamship, and the Commissioners of the Fremantle Harbour Trust, and shall operate over the coastline of the State from a point 20 miles North of Geraldton to a point 20 miles East of Albany and for a distance of 15 miles inland therefrom."

Under the area and scope clause of this award, whenever work of a nature provided for in the award, or in the industry, as it is technically termed, is done, this award applies, and the rates fixed here for puntmen, fuelmen, loading hands, fuelman ordinary, are the rates governing that industry. The award does not say that only men of this union are to be employed. The award does not say that any union only is to be employed. There is no preference to unionists given. The award leaves it free to the employers to employ whom they wish, but it does place an obligation on them to pay, as a minimum, the rates set forth in this award. The employer is free to employ members of the Lumpers' Union, members of no union at all, or members of any other union.

It may be that the reference I have made to the paragraph in the Federal Waterside Workers' Award, which shows that permanent men were to be dealt with under rates and conditions entirely distinct from the rates and conditions prescribed in the body of the award itself, would show a way out, and would point out to the members of the Waterside Workers' Union that without any loss of self-respect, without infringing any conditions of their award, they could consider that when permanent work (that is, work of this nature) is offered, the rates of pay fixed in the award are not rates that should apply, because I can see no distinction between work done by the Minister for Works and the work done by the Broken Hill Proprietary Company from the point of view of construction of an award.

Mr. BLOXSOME: I agree with the minutes of the award as issued.

AWARD.

1. *Term.*—The currency of this Award shall be twelve months from the date hereof.

2. *Area.*—This Award shall have effect over workers employed by the Minister for Public Works in connection with the coaling of dredges in the port of Geraldton.

3. The work of coaling dredges from a punt and the loading of that punt from the railway trucks or bins, and the loading into bins from the railway trucks, is within the scope and intendment of Award No. 26 of 1922, and is subject to the conditions and provisions of the said Award, and no particular union or association of workers is entitled to preference thereunder.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this eighth day of November, one thousand nine hundred and twenty-six.

[L.S.] WALTER DWYER,
President.

No. 20 of 1926.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

METROPOLITAN TIMBERYARDS.

Between the United Metropolitan Timberyards, Sawmills, and Woodworkers Employees' Union of Workers, Applicant, and The Timber Merchants' Association of W.A., Respondent.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

AWARD.

1. This Award shall be read as one with Award No. 4 of 1926 between the above parties.

2. *Area.*—This Award shall have effect over the area mentioned and described in the said Award No. 4 of 1926.

3. This Award shall be co-terminous with the said Award No. 4 of 1926, namely, three years from the 29th day of September, 1926.

4. *Apprentices.*—The provisions of the Schedule annexed hereto marked "Apprenticeship Regulations" shall extend to and apply to apprentices coming within the scope of this Award and the said Award No. 4 of 1926.

In witness whereof this Award has been signed by the President of the Court, and the seal of the Court has been hereto affixed this twenty-second day of November, one thousand nine hundred and twenty-six.

WALTER DWYER,
[Seal] President.

SCHEDULE.

Apprenticeship Regulations.

1. No minor shall (except as a junior worker under the provisions of this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained:

For the purposes of these Regulations a minor means a person not less than fourteen years of age and not more than eighteen years of age, and who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry, craft, occupation, or calling.

2. (1.) Any person desirous of becoming an apprentice shall notify the Registrar, who shall keep a register of such persons.

(2.) Every employer desirous of obtaining an apprentice shall take as an apprentice only a person whose name is so registered.

(3.) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by this award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

3. An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

4. A Board to be called "The Advisory Committee" may be appointed by the Court to advise in regard to any apprenticeship matter. Such committees shall consist of the following:—

(a) Some person appointed by the Court, who shall act as Chairman.
(b) Two representatives appointed by the employers in the trade.
(c) Two representatives appointed by the industrial union or unions of employees in the trade.

The Advisory Committee shall have such powers and duties as the Court in each case may determine.

5. (i.) No employer shall refuse employment to any person, or dismiss any employee from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the employee is a member of any Advisory Committee, or by reason merely of anything said or done or omitted to be done by any such person or employee in the course of his duty as such member.

(ii.) In any proceeding for any contravention of this Regulation it shall lie upon the employer to show that any person proved to have been refused employment, or any employee proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member, was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this Regulation.

6. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

(c) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

(d) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(e) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(f) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(g) The Court shall have power to transfer an apprentice from one employer to another either temporarily or permanently—

(i.) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
(ii.) upon the application of the employer or the apprentice for good cause shown.

(h) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(i) There shall be four copies of the form of transfer, of which one copy shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

(j) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

7. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industries, crafts, occupations, or callings in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid in addition to the teaching that may be provided by his employer.

8. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of four years.

9. Every agreement of apprenticeship entered into shall contain—

(a) The names and addresses of the parties to the agreement.
(b) The date of birth of the apprentice.
(c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
(d) The date at which the apprenticeship is to commence and the period of apprenticeship.
(e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the award so far as they concern the apprentice.
(f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
(h) The general conditions of apprenticeship.

10. Where in any case it is reported to the Court that any employer or group of employers has not in his or their employ the number of apprentices in proportion to the journeymen employed equal to the proportion allowed or required by the award, the Court may make such investigation and order as it may deem necessary to ensure that each employer or group of employers shall employ and train a specified minimum number of apprentices.

11. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

12. Every agreement shall include a provision that it may be cancelled, by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

13. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a certificate stating what time he has served, full particulars of the branches of the trade or industry in which he has received instruction, the proficiency attained, and shall also notify the Clerk of the Court, and the cause thereof.

14. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

15. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

16. Subject to Regulation 22, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement.

17. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

18. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the award for the trade, calling, or industry.

19. Where in any case the Court is of opinion that the number of apprentices being trained is insufficient to meet the requirements of the trade, in the matter of skilled artisans, the Court may make such investigation and order as it may be deemed necessary to permit or require any employer to employ such further number of apprentices as may be directed. Notice of such order shall be given to the industrial union and to the employers' association concerned.

20. (a) Every apprentice shall attend a Government technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes shall be four hours per week.

(d) Every apprentice shall be bound to submit himself to examination at the places and times prescribed by the Court.

(e) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction unless he is exempted from such attendance for good cause.

(f) The Clerk of the Court shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

(g) The employer shall provide such necessary material and machinery as may be required by the examiners, and shall in all ways facilitate the conduct of the examination.

(h) The Board of Examiners shall consist of persons skilled in the trade, industry, craft, occupation, or calling. It shall comprise one representative nominated by the employers and one by the applicant union in the trade. Failing such nomination or nominations the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the request of either examiner, and the decision of such person shall be final and conclusive.

(i) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(j) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

(k) The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the Industrial Inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

(l) Whenever it is possible so to do, the examiners, before entering upon the examination following the issue of this Award, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Clerk of the Court and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Clerk of the Court thereof.

21. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed in this Award: Provided—

(a) payment for such sickness shall not exceed a total of one month in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer.

(c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

22. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, the amount by which the wages prescribed by the award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso, shall count as part of the apprenticeship.

23. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

24. If the examiners, or the industrial union or employer concerned, make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

25. (1.) The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiners to make any necessary recommendation to the Court. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages which shall be such amount as the Court may determine.

(2.) Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the cancellation of the apprenticeship agreement, or such other remedial measures (*i.e.*, increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

26. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these Regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

27. Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners, and upon passing this test shall be provided with a certificate to that effect.

28. The Registrar shall prepare and keep a roll of apprentices containing—

(a) a complete record of all applications to become apprentices;

(b) a record of all apprentices and probationers placed with employers;

(c) a record of all employers with whom apprentices are placed;

(d) a record of the progress of each apprentice, recording the result of the examiners' reports;

(e) any other particulars the Court may direct.

29. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed.

30. Every industrial inspector appointed in pursuance of the provisions of "The Industrial Arbitration Act, 1912–1925," shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

31. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the trade in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said trade, or relating to the employees engaged therein.

32. "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught the trade to which these Regulations apply, and includes an apprentice on probation.

FORM A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an apprentice.)

The Registrar,
Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith Certificate from my Head Teacher.

Full Name.....
Address.....
Date of Birth.....
Trade.....
School last attended.....Standard passed.....

Signature.....

Date..... Signature of Parent (or Guardian)
.....

FORM B.

To
The Registrar, Arbitration Court, Perth.

Please take notice that.....
of.....has entered my service (*on probation*) as an apprentice to the.....trade on the.....day of.....19 .

Dated this.....day of.....19 .

(Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

FORM C.

Certificate of Service (Reg. 13).

This is to certify that.....
of.....has served.....years .....months at the.....branch of the.....trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

.....

.....

Dated this.....day of.....19 .

(Signature of Employer).....

FORM D.

(Certificate of Attendance at Technical School (Reg. 20 (e).)

This is to certify that.....
of.....has secured a record of 70 per centum of attendances at.....
Technical School during the.....months ending the.....day of.....19 .

(Signature of Principal).....

FORM E.

Certificate of Proficiency (Reg. 20 (k)).

To.....(Apprentice).

This is to certify that at the.....
examination for apprentices in the.....trade you gained the following percentages:—

Year of experience.....
Stage.....per cent.
.....per cent.
.....per cent.

You have therefore passed (or failed) in the examination.

.....
Registrar.

FORM F.

Final Certificate (Reg. 27).

This is to certify that.....
of.....has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.

Dated at.....the.....day of.....19...

.....
Registrar.

.....
.....
Examiners.

FORM G.

General Form of Apprenticeship Agreement (Recommended).

THIS AGREEMENT made this.....day of.....19.....BETWEEN.....
.....of.....
.....(address).....(Occupation) (hereinafter called "the Employer") of the first part.....
.....of.....
born on the.....day of.....19.....
(hereinafter called "the Apprentice") of the second part, AND.....
.....of.....
.....(address).....(Occupation).
.....Parent (or Guardian) of the said
.....(hereinafter called the "parent" or "guardian") of the third part WITNESSETH as follows:—

1. The Apprentice of his own free will, and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of.....for a period of.....years, from the.....day of....., one thousand nine hundred and twenty .....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follows:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....for the term aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under "The Industrial Arbitration Act, 1912–1925," or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of.....
and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice when available shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of "The Industrial Arbitration Act, 1912–1925," or any Act or Acts amending the same and any Regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the said .....
.....
In the presence of..... } .....(Signature of Guardian.)

And by the said.....
In the presence of..... } .....(Signature of Apprentice).

And by.....of the said .....for and on behalf of the said.....
In the presence of..... } .....(Signature of Employer.)

Noted and Registered this.....day of.....19.....

.....
Registrar.

PLATELAYERS' AWARD (NORSEMAN-SALMON GUMS RAILWAY).

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 24 of 1926; File 3319.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

The Minister for Public Works, applicant, and Ernest Cochrane, Hector McDonald, Bertram Francis Noble and others (Members of the Australian Workers' Union), respondents

Mr. C. A. Munt appeared for the applicant.

Mr. M. Costello appeared for the respondents.

The following remarks were made by the members of the Court at the speaking to the Minutes of the proposed Award on the 22nd November, 1926:—

The PRESIDENT: On the 16th August last a number of men engaged in platelaying in the construction of portion of the Norseman-Esperance railway line ceased duty, the reason being that the Engineer-in-Charge intended to carry on the work of platelaying at the rate of three-quarters of a mile per day instead of half a mile per day, which was the rate at which progress was being made by the men up to about the time of the dispute. The men, through their agent, Mr. Costello, claimed that it was unreasonable that the increased rate should be adopted even by the addition of a number of other men to the working gang, on the grounds that certain of the men known as "linkers-in" in the increased gang would be required to do more than their fair share of the work, and also on the grounds that the custom had been established among platelayers in Western Australia that the laying of half a mile of rails per day should constitute the day's work.

Negotiations took place between the Minister for Public Works and the Australian Workers' Union

representing the men, but no agreement was arrived at.

A compulsory conference, under the provisions of the Act, was held in Perth on the 15th September, 1926, and as a result of that conference an agreement was arrived at that work be resumed immediately on the basis of half a mile of platelaying per day, and that the following matters, as to which no agreement had been reached, would be referred, in pursuance of the Act, to the Court for arbitration and award. The matters referred to the Court were:—

(a) As to whether there is any custom among platelaying gangs that half a mile only per day or a multiple thereof by some whole number should be done and carried out.

(b) As to what distance beyond the half mile of platelaying could be done by adding extra men to the usually accepted gang for the half-mile distance, and what number of extra men would be required in what capacity or capacities should they be employed.

Both on principle and on authority if the first part of the reference were answered in favour of the men, it would not be necessary to consider the second part. In this reference, therefore, it is difficult to overestimate the importance of this question of custom, or to give it its more correct name, usage, not only in relation to the particular matter in dispute, but also because of its far-reaching consequences in railway construction work as will be seen from the principles enunciated later on.

The following paragraphs from "Halsbury's Laws of England" show in a concise and easily understandable form the effect of custom or usage in connection with particular trades, occupations or contracts:—

> Usage may be broadly defined as a particular course dealing or line of conduct generally adopted by persons engaged in a particular department of business life; or more fully as a particular course of dealing or line of conduct which has acquired such notoriety that where persons enter into contractual relationships in matters respecting the particular branch of business life where the usage is alleged to exist, those persons must be taken to have intended to follow that course of dealing or line of conduct unless they have expressly or impliedly stipulated to the contrary; that is to say, that a rule of conduct amounts to a usage, if so generally known in the particular department of business life in which the case occurs, that, unless expressly or impliedly excluded, it must be considered as forming part of the contract.
>
> Where persons enter into contractual obligations with one another under circumstances governed by a particular usage, than that usage, when proved, must be considered as part of the agreement. The contract expresses what is peculiar to the bargain between the parties, and the usage supplies the rest. This is the case even where the agreement is in writing. Although the usage is unwritten it is to be treated exactly as if that unwritten customary clause had been written out at length.
>
> It is, however, competent for the parties, notwithstanding that the case is otherwise governed by a usage, to exclude the operation of the usage, or to modify its application either by express stipulation or impliedly by provisions inconsistent with such usage.
>
> Every usage, whether in respect of a particular trade, branch of business or occupation, and whether affecting land or not, must be notorious, certain and reasonable, and it must not offend against the intention of any legislative enactment.
>
> It is no objection to a usage that it cannot be shown to have existed from time immemorial. Evidence of such existence is not required. It is not so much a question of the length of time that a usage has existed as the notoriety which it has gained that must be considered in determining whether or not a particular usage applies in a particular case, for usage, however recent, may be valid, provided it be generally known.

It is now necessary to examine whether the members of the Australian Workers' Union who contended that the half a mile a day limit was the established custom, have produced evidence to satisfy the Court that such a custom or usage exists. The evidence going towards the establishment of the custom was given principally by Mr. Cochrane, who said that the custom was first established in 1918 on the construction of the Lake Clifton railway line.

The following is the material portion of his evidence bearing upon the matter:—

> You gave us a list of railway construction works on which you were employed—they number about six or so?—I could go through them again.
>
> Do you say that on each of those that custom obtained?—Yes, always.
>
> On each and every one of them?—Yes, with the exception of Lake Clifton, and that is where the custom was established.
>
> How long ago was that?—About 1918.
>
> Why did you and the gang insist when you were at Lake Clifton that the three-quarters of a mile should be altered to half a mile?—Because there were men there who could not get proportionate assistance. Another thing was that they could not get the men.
>
> You had to complete the task?—Yes.
>
> Was that the first time you wanted to establish this custom?—Yes.
>
> Who was the engineer in charge of the construction of that line?—Mr. Anketell.
>
> You say that the first time the platelaying gang insisted on laying half a mile was at Lake Clifton?—Yes.
>
> Did they have a conference at the time?—No. It was just decided amongst themselves.
>
> Amongst the men?—Yes. The other was too much for them.
>
> Did you see Mr. Anketell about it?—I do not think he was interviewed, but I would not be sure.
>
> The men could not make any change without the consent of the Engineer?—Mr. Anketell knew he could not get in any more. We could not get the work in.
>
> Did he offer you proportionate assistance to get it done?—No.

Evidence was also given by some other witnesses that they had worked on some one or more of the lines instanced by Mr. Cochrane in which half a mile a day only had been done, thus corroborating Mr. Cochrane's evidence to that extent. The principal witness put forward, however, was Mr. Cochrane. He also instances in addition to Lake Clifton, the following lines as those upon which the half a mile limit obtained:—

(1) Busselton-Margaret River.
(2) Merredin-Naremboen.
(3) Piawaning Northwards.
(4) Lake Grace-Newdegate.
(5) Dwarda-Narrogin.
(6) Pemberton.
(7) Calingiri-Piawaning.

(But this last line was prior to the Lake Clifton line.)

It would be difficult to come to the conclusion that the custom was established at Lake Clifton upon the evidence given above by Mr. Cochrane, but owing to the fact that a number of lines built subsequent to the Lake Clifton line half a mile a day was in most instances adopted as the standard, colour was lent to the contention that half a mile per day had become the accepted distance to be laid by the workers. And no doubt the workers themselves, without investigating the matter fully, appeared to have believed that this had at last become a departmental, if not a general, custom in Western Australia. However, when the Court fully investigated the matter by taking the evidence of the engineers and gangers, it found that not only was there not sufficient evidence of custom, but on the contrary the weight of evidence would impel the conclusion that the work to be done by the platelaying gang was a matter determined by the engineer in charge of construction work, who would necessarily be governed by considerations as to the time of the year, the nature of the country, the supply of material, and similar matters.

Mr. R. J. Anketell, the engineer, who was loaned by the Government to the private company that took in hand the construction of the Lake Clifton line, speaking generally on the question of the alleged custom, says as follows:—

> I have never heard it on any work I have been on and I have built about 455 miles of railway in this State. On this line (that is the Norseman-Esperance line) is the first time I have ever heard of it. I am going back rather far, but I have laid 52 chains, 60 chains, 40 chains and 80 chains a day, and I have never had any trouble with the men . . . . The conditions of the country hold you as regards the quantity you will lay per day.

In dealing with the particular lines mentioned as the foundation of the custom, namely, Lake Clifton, Mr. Anketell says that on that line the bridges were so close that sometimes only 7 and 15 or 25 chains were laid; that there were six bridges and 16 miles of railway. And again, the witness, David Grant, who was called upon on behalf of the workers, said as follows:—

> It (that is the three-quarters of a mile laying) seemed to die naturally. They could not get it done and knocked it off. They got back to the half-mile. The men were working in the mud. It was too wet. That is the only reason I know of.

It will be seen from this that the quantity of work on the line which was alleged to have been the foundation of the custom, was purely governed by local conditions there and then at the time.

Then again in reference to the Busselton-Margaret River railway referred to by Mr. Cochrane, Mr. Bell, a technical officer from the Public Works Department, says as follows:—

> Three-quarters of a mile was supposed to be laid there, but owing to the wet conditions there were many broken periods, and it would be difficult to get an average for a fortnight.

Mr. W. L. Dartnell, the engineer in immediate charge of the Merredin-Narembeen line, gives the following reasons why only 40 chains per day were laid:—

> On account of the conditions, the material was not coming forward fast enough for culverts, bridges and so on, and by laying more than half a mile per day we should have caught up too soon with the work and had a platelaying gang on our hands. To suit the organisation it was preferable to lay half a mile per day.

Mr. George Knowles, a ganger in the employ of the Public Works Department, referring to the Lake Grace-Newdegate line, says the reason that 40 chains only per day was done, was owing to shortage of material, and that those in charge were wiring all the time for material and they got it from five different places. Again, dams had to be excavated.

Again, dealing with the Dwarda-Narrogin line, another instance quoted by Mr. Cochrane, Mr. Anketell says that line had the most bridges and cattle stops for its length. And dealing with the Busselton-Margaret River line, Mr. Dartnell, already quoted, says—

> I know that three-quarters of a mile was laid. I also know that the principal reason it was held up was on account of the very wet weather, and bridges possibly.

Another instance in support of the establishment of the custom on behalf of the workers, was that of the previously constructed portion of the Norseman-Esperance line. A diagram was submitted showing that portion of the line, which was constructed in 1923, was done at the rate of three-quarters of a mile per day, and another portion at the rate of half a mile per day.

Mr. C. R. A. Stewart, the engineer in charge of the construction, was called to explain why the three-quarters of a mile was cut down to the half a mile, and his explanation is as follows:—

> The chief factor was that our loco. could not haul out 60 chain material for the distance, and only having one loco. there was no option. Another cause which would have been manifest later on was that we could not get our material to Esperance to keep up the supply. This (that is the change from three-quarters of a mile to half a mile) was done by the engineer himself. There was no request from the men for the change from three-quarters of a mile to half a mile.

After carefully considering all the evidence, the only conclusion I can come to, notwithstanding the strenuous efforts of Mr. Costello for the contrary, is that such a custom or usage has not been proved. Measured by the test referred to in Halsbury, this alleged custom is not notorious, nor is it certain, and its reasonableness depends on time, place and circumstances, and the contention, therefore, fails.

It is not necessary to consider whether the agreement between the Minister for Public Works and the members of the Australian Workers' Union in so far as it contains a reference to the number of hours per week to be worked by the employees modifies or annuls the alleged custom or usage. What does appear to have been established is that the half-mile section is done by using the services of some 24 or 25 men, and that when the three-quarters of a mile is to be done the assistance to be rendered for the additional distance is done by the employment of a loading gang who, by relieving the "linkers-in" of most of the work of loading and unloading and replacing of the trolleys on the line, render the required proportionate assistance.

It is also worth noticing that in the Queensland award dealing with railway construction, to which the Australian Workers' Union is a party, the platelaying gang is enumerated in much the same terms as in the industrial agreement between the Public Works Department and the local branch of the Australian Workers' Union, and a loader in the Queensland award is specifically mentioned as he is in our local agreement. In the Queensland award a loader is specially defined as follows:—

> (a) A Loader (platelaying gang) is a labourer loading and/or unloading rails and/or sleepers, to apply to old and/or new material.

And in the New South Wales award, to which the Australian Workers' Union is also a party, the corresponding provision is as follows:—

Labourer loading and/or unloading rails and/or sleepers (to apply to old and/or new material).

In each of these awards the only limitation mentioned is as regards hours, but it appears to be a matter of common agreement that in Western Australia when the section of the work, whether it be the 40 chain or the 60 chain, is completed, the men are entitled to knock off for that day.

Having thus disposed of the first question, and holding that there is no established custom or usage as to the limitations of the work to half a mile per day, the second question comes on for consideration.

After carefully examining the evidence as to times occupied in the various portions or divisions of work that constitute the duties of a platelayer, I am satisfied that the extra quarter of a mile can be done by adding a sufficient number of men (according to the conditions and nature of the work) as loaders, whose work would principally be the loading and unloading of the material and the replacing of the trolleys on the line. There may be some minor duties either of the loaders or the linkers-in, which the ganger in charge could more properly arrange, and which is purely a matter of supervision, such, for instance, as portion of the unloading in the morning and the loading of the first trolley. In making such arrangements, the ganger would necessarily be guided by the principle of so apportioning the work as to give each worker a fair and equitable share.

Mr. SOMERVILLE: I desire at this stage, before the parties speak to the Minutes, to submit an analysis of the evidence submitted to us.

The real question at issue is: if the rate of platelaying is increased from half a mile per day laid by a gang of 24 men and a nipper to three-quarters of a mile laid by an increased number, and the linkers-in are relieved of the loading by the extra men put on to do the loading, would the day's work of the linkers-in be increased.

Having seen the men at work, and having done various forms of laborious work myself, I can say with confidence that no men in Western Australia work harder, or at a greater pace, than these platelayers doing half a mile per day. Their day's work of approximately seven hours from the time they leave camp in the morning until they get back to the camp at night, is fully equal to an ordinary city worker's 8-hour day. Consequently I would not be a party to increasing their day's work in the slightest.

The first point to determine is, which is the harder work, loading or linking-in. On this question, the evidence is mixed. All on the Department side who spoke from experience in actually doing the work, were unanimous that loading is the hardest. Mr. Anketell thinks that linking-in is the hardest. The Union witnesses are not definite. Mr. Cochrane says there is not much difference, but later seemed inclined to agree that loading was the hardest. Mr. McDonald would just as soon do loading as linking-in. Mr. Brown, who had had experience all over Australia, says loading is the hardest, but each man would prefer to do his own job. In view of this conflict of testimony, one is forced to form their own estimate, and after watching the work being done, I believe loading is the hardest work. The linkers-in work at a great pace, and their work is hard enough in all conscience, but still lifting the dead weight of all the material as the loaders do makes that the worse job of the two. Mr. Cochrane said, slinging the sleeper up takes more out of you physically.

The next point to determine is the time taken in the two jobs. In this matter the Union witnesses were at a disadvantage. They do not carry watches and notebook to work, and so are compelled to rely on estimate and their memories. Mr. McDonald says linking-in half a mile takes five hours. If this were so, then the day's work would be about eight hours 20 minutes, but as the average is about seven hours, camp to camp, it is obviously an over estimate. Mr. Noble was the only Union witness who had timed the operation, but his figures obviously only refer to the morning loading and as such agree very closely with those put in by Mr. Mudge for the Department. For September 25th, Mr. Noble's time is one hour 25 minutes, the Department's morning loading one hour 20 minutes. For September 27th, Mr. Noble's time was one hour 15 minutes, the Department's morning loading one hour 10 minutes. September 28th, (Noble) one hour 10 minutes, (Department) one hour 13 minutes. October 1st, (Noble) 55 minutes, (Department) 58 minutes. For September 30th (Noble) one hour 15 minutes, (Department) one hour 35 minutes. There is, therefore, a very close approximation except on September 30th, when there is a discrepancy of 20 minutes. On that day the camp was on the job, and the Department probably made some allowance for getting to work, and Mr. Noble did not. In addition to this agreement with Mr. Noble's time check, the Department's figures agree with the time taken when we were watching the job, and must, therefore, be taken as correct.

In addition to linking-in there are two other operations in which the linkers-in participate: they are unloading the rake and travelling to and from camp. If the distance laid per day is increased by 50 per cent., it follows that the amount of material to be unloaded from the rake will also increase by 50 per cent., and if the number of men doing the unloading is also increased 50 per cent., then the amount done by each man will remain the same as at present, and the time taken remain the same, for 36 men will unload three-quarters of a mile of material in the same time and with the same effort as 24 men will unload half a mile of material.

With regard to travelling time, whether this is increased or decreased depends upon the factors considered when deciding when to shift camp. If the time at present spent in any one camp is a given number of days, if the distance laid per day is increased by 50 per cent., and the camp is continued in the one place for the same period as when laying half a mile per day, then the distance travelled on the average of days will be increased.

If the factor deciding the shifting of the camp is distance from rail head, then in order to keep the time spent in travelling the same as at present, the camp will have to be shifted more frequently.

As this award is not to increase the day's task, there will be an obligation on the Department to rearrange the shifting of camp so that the travelling time is not on the average increased.

If we assume that the linkers-in when not doing any loading will link up three-quarters of a mile at proportionately the same speed as half a mile, then I submit for the men's consideration the following simple sum as representing their day's work when doing three-quarters of a mile per day:—

Linking in of half a mile per day took, on an average of 12 days, 3 hours 46 minutes. Increase this by 50 per cent. and the same men will do three-quarters of a mile in 5 hours 39 minutes.
Unloading rake, 24 minutes.
Travelling, 45 minutes.
Total, 6 hours 48 minutes.

Their present day is on the average 7 hours.

Then let us examine the loaders' task. At present 24 men load half a mile of material in one hour 41 minutes and they replace the trolleys on the line in 30 minutes—a total for the two operations of one hour 71 minutes. If the material is increased by 50 per cent., one hour 71 minutes must be increased by 50 per cent., equalling three hours 14½ minutes, but the number of men is only half, so this time will have to be doubled, equalling six hours 33 minutes.

12 men will therefore load trucks and replace trolleys for three-quarters of a mile in	6hr. 33min.
Add unloading rake	0hr. 24min.
Add travelling time	0hr. 45min.
	7hr. 42min.

These calculations seem to support the contention by Mr. Knowles, who has had experience back to 1892, that among platelayers the half a mile task is regarded as the heaviest platelayers have to do. They also indicate that to keep the loader's task equal to the present, that 12 men loading is not sufficient.

From what we heard I doubt if this dispute would have occurred were it not for an unfortunate but rarely understood mistake by which the union executive got the impression that to load the trolleys for half a mile took three-quarters of an hour instead of approximately one hour and three-quarters.

With regard to the plea of custom we have the evidence of Mr. Dartnell that five out of seven railways had been built on the half mile per day basis. Whether this constitutes a custom in law I do not know. But in industrial matters it would be sufficient basis for a strong argument that it was the custom upon which the present agreement was negotiated were it not for the power in the agreement of a provision for loaders as members of a platelaying gang. On the evidence before us there is no explanation of this other than that the union contemplated the employment of loaders as platelayers who do not do any linking-in.

Mr. BLOXSOME: I agree with the decision, viz., that if a sufficient number of loaders are employed to relieve the platelaying gang of the work of loading the trolleys and replacing them on the line, there is no reason why the platelaying gang should not lay at least three-quarters of a mile per day, as it is clear that under such conditions their work will be less than it is under the present system of laying half a mile per day and loading and replacing the trolleys themselves.

The contention advanced by the union representatives that a custom had been established in this State that platelaying should not exceed half a mile per day is not supported by the evidence. It is true that on some of the lines constructed during recent years, platelaying has proceeded at that pace, but in each case there have been good and sufficient reasons why the limit of half a mile has not been exceeded, whilst those conditions were favourable and similar to those on the Norseman line, three-quarters of a mile has been the rule.

The limitation of output aimed at by the union in this case is an attempt to extend a practice which I am sorry to say is all too prevalent in Australian industrialism. Such a practice is inherently bad and is one which I trust this Court will never countenance.

The policy of reducing output below that which can be fairly and reasonably acomplished in a working day must eventually re-act on the workers as it is incontrovertible that when the value of the work done is less than the cost the time must come when the work must cease. The day of reckoning may be postponed by artificial means such as the wasteful expenditure of borrowed money, but it cannot be avoided, and it behoves those who are interested in maintaining a high standard of wages to see that no limitations or restrictions are placed on a fair day's work, as it is a fact, unfortunately not always clearly understood, that the greatest enemy of high wages is the man who goes slow.

AWARD.

1. *Term.*—The currency of this Award shall be twelve months from the date hereof.

2. There is no custom or usage among platelaying gangs in Western Australia that half a mile only per day should be done.

3. The Public Works Department are entitled upon adding sufficient workers to the 24 or 25 workers comprised in the platelaying gang usually accepted as being necessary where half a mile per day of platelaying is done with 45lb. rails and 24ft. lengths to increase the distance from half a mile to three-quarters of a mile. Of the increased gang a sufficient number should be employed as loaders, whose work would principally be the loading of the trolleys and the replacement of them on the line and assisting in the unloading of the rake, subject to the right of the Ganger in charge to make special arrangements, if necessary, as to the loading of one trolley so that the work of linking-in may not be delayed in the morning, and to arrange any other detail necessary for the efficient carrying out of the work in such a manner as to divide the whole of the work amongst the workers in an equitable and reasonable manner.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this twenty-second day of November, one thousand nine hundred and twenty-six.

[SEAL.] (Sgd.) WALTER DWYER,
President.

BARMAIDS' AND BARMEN'S AWARD.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 25 of 1926; File 3327.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Gilbert Etches Hollingsworth and James Glowrey, Applicants, and the Western Australian Barmaids and Barmen's Union of Workers, Perth, Respondent.

The following remarks were made by the members of the Court on the delivery of the award on the 25th November, 1926:—

The PRESIDENT: This is an industrial dispute which had its origin in an application for adjustment under Section 122 of the Act. The Court fixed as the base for males for the year 1926/27, £4 5s.; and as the base for females 54 per cent. of that amount, namely, £2 5s. 11d. Under Section 122 of the Act awards and industrial agreements then existing could be varied by the Court on the application of either party. An application was made by the Barmaids and Barmen's Union under that section for, I think, an adjustment of 5s. 9d. However, that amount was subsequently reduced by mutual agreement or concession to 5s., so I will treat the amount as 5s. There was also a counter request by the employers. The union appeared to be under the impression that it was competent for the Court to grant an increase of 5s. all round, in spite of the fact that males and females were both included; but, when one looks at the Act it is clear that the Court has to deal with each separately. It so

happens that until that application came before the Court, the Court itself did not actually have to adjust the wages of females. In all cases any such adjustment was arrived at by agreement between the parties; and the parties having agreed, the court put its seal or stamp of approval on the agreement. It is quite clear, however, that under the Act the Court has to declare the wage to be paid to male and female workers; and when the base of £4 5s. was declared to be paid to males it consequently followed that any male worker with a base less than £4 5s. (in this case the base was £4) was entitled to receive 5s. extra, so that in this case the barmen were undoubtedly entitled to get £4 5s. plus their admitted margin. Their admitted margin was £1, which would bring their rate as adjusted up to £5 5s. When we came to deal with the female workers we had to face the fact that the base for females was £2 5s. 11d.

Again, admittedly, the base for females under the existing industrial agreement in this case was £4. Consequently, the Court could not, under an application under Section 122, award any increase to the female workers for the obvious reason that they were already paid considerably more than the base. The employers—to their credit, be it said—did not apply for a reduction. Therefore, to adjust the basic wage the most the Court would have felt disposed to do, if it wished to exercise its discretion, was to raise the wages of the men by 5s. per week. The Court decided, because of the trouble between the two parties and the peculiar nature of the application and the counter application, to refuse to adjust under Section 122, as it was entitled to do. As a consequence industrial trouble arose because the men believed that they were entitled to the increase which the law had given to the other workers in the same circumstances. As a result of the dispute, a conference was called between the parties and the settlement was left to the members of the Court to deliver as an award. This is the award we have before us this morning.

The award will, of course, be co-terminous with the present industrial agreement. So far as the wages are concerned, it has been decided that the wages of barmaids and barmen shall be £5 3s. per week, without board or lodging, and shall be paid weekly.

Now, to explain that, the present term of the industrial agreement dealing with wages is as follows:—"The wages of a barmaid or barman shall be £5 per week without board and lodging and shall be paid weekly." The award, therefore, means an increase of 3s. all round. It is just as well to indicate clearly how that 3s. is arrived at. As I have said, the Court could not in this case grant any increase to the female workers employed in the industry. It could, on a proper application, grant an increase to the male workers. There are 181 males employed in this industry. That, at 5s. per week, would give 905s. That is what the industry would have to carry. The males alone would be entitled to that, but they say it has been a convention in the industry (in fact, it has amounted to a well established usage or custom) and they do not want the principle departed from that males and females should be paid alike, that they should be on the same level so far as wages are concerned. That was the principle embodied in the award of Chief Justice Parker in 1911, also in a subsequent award, and again in agreements arrived at by the parties themselves from time to time.

The last agreement was made about December, 1924. Since the custom has lasted so long and for reasons which it is unnecessary to enter into here, the barmen by their agent say, "We want the women to be paid the same as the men in this industry." The Court under its powers in dealing with the basic wage, could have awarded an increase to the men amounting to 905s. The men themselves say, "We want the women to share equally with us. We are sacrificing a certain amount." There are in the industry 181 men and 126 women—in all, 307. The amount the industry has to bear is 905s. If that amount be divided equally between the men and the women employed, we get 3s. That is how the 3s. is arrived at. The men voluntarily forego their right to 2s. per week increase in order that they may maintain the principle of equal pay.

The third part of the award provides that the old agreement, No. 37/1924, is varied in so far as it is inconsistent with this award.

I may say in passing that it seems to me that equal pay in this industry has grown practically into a custom. It is of course possible for this court to vary that custom or discharge it altogether; but custom is a thing that is very difficult to displace. It requires very strong evidence to displace it, especially when it has been maintained so long. It was carried through first of all by direction of the Court and subsequently by agreement between the parties.

Mr. SOMERVILLE: I agree with the decision. To my mind it would be an altogether wrong, unheard of and an improper thing, for the Court to interfere with an important 15-year-old rule of a trade without a scrap or tittle of evidence to justify it, or to inform its mind as to what that custom or rule was founded upon. As His Honour has indicated, having regard only to Sections 121 and 122, the industry would have to carry an increase of 5s. to the barmen and nothing to the women employed. In order to maintain the principle of equal pay and at the same time not to penalise the industry beyond the amount that it would have to carry, an increase of 3s. seems to be a fair compromise.

Mr. BLOXSOME: This dispute has arisen out of the application to vary the agreement in accordance with the basic wage. It is clear, as His Honour has pointed out, that the court should not have increased the wages of the female workers, because these were already being paid a sum very much larger than that laid down by the court as the basic wage for females, plus the margin for skill. It is peculiar to this industry that the margin for skill should be much higher in the case of female workers than it is in the case of males, bringing about equal payment to males and females. That, although it has been in force for a number of years and may be termed a usage or a custom and although it should be taken into consideration, is not of sufficient weight to influence the Court as against its desire for consistency in making alterations to agreements under basic wage applications. I am quite of the opinion that where equal skill is shown by females and males the pay for such skill should be equal; but that does not mean that the total amount of wages received should be equal. It is only that the payment for the margin of skill should be equal.

As the Court has decided that the basic wage for females should be 54 per cent. of that of males, for reasons which it is not necessary to enter into now, it is clear to me that the Court is somewhat inconsistent in awarding an equal wage now to males and females. Therefore I think the decision should have been that the males should receive the 5s. they are entitled to whilst no increase should have been given to the females in this employment.

The PRESIDENT: I now deliver the award.

AWARD.

1. *Term and Area*: The term and area shall be coincident with the term and area mentioned in Industrial Agreement No. 37 of 1924.

2. *Wages*: The wages of a barmaid or barman shall be five pounds three shillings (£5 3s.) per week, without board or lodging, and shall be paid weekly.

3. Agreement No. 37 of 1924 is hereby varied so far as it is inconsistent with this Award.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this twenty-fifth day of November, One thousand nine hundred and twenty-six.

[SEAL.] WALTER DWYER,
President.

FURNITURE TRADES' AWARD.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 6 of 1926; File 3108.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

The United Furniture Trades Industrial Union of Workers, Applicant, and Boans, Limited; Barnett Bros., Ltd., and W. H. Moore, Respondents.

Mr. W. Hodsdon appeared for the Applicant.

Mr. L. L. Carter appeared for the Respondents.

The following remarks were made by the Court at the speaking to the Minutes on the 10th December, 1926:—

The PRESIDENT: Following the usual practice, prior to the parties addressing themselves to the Minutes to point out any inconsistencies therein or any matters that can profitably be again referred to the Court, or any anomalies that may appear in the Minutes, the Court considers it necessary to make certain pronouncements.

In reference to this award, the most important determination that appears on the minutes is that with regard to the question of hours. Previously in this industry the males worked 48 hours per week and the females 44. Under the proposed award all employees will work 44 hours.

The reason for fixing the hours at 44 per week in this industry are, very briefly, as follow:—

First, the industry appears to be in a prosperous condition. It is self-contained, and does not appear to suffer in any way from competition, except to the extent of chairmaking. The evidence goes to show that, as regards the cheaper class of chairs, Tasmania appears to have taken hold of the market and the competition which the industry suffers here in chairmaking is just as much and just as heavy under the 48-hour week as it is under the 44-hour week. In fact, some employers gave evidence that they had ceased to make this cheaper class of chair, owing to the facilities for the large output in Tasmania. Therefore, competition there is not an element of serious consideration.

The industry being prosperous and self-contained, and competition being practically eliminated, it follows from a decision in a previous case that 44 hours per week ought to be conceded to workers in this industry, unless there is any very strong reason to the contrary.

Then, again, we find that the hours being worked in this industry in Queensland are 44 per week. In New South Wales the hours are also 44 per week. Here it is to be noted that for some considerable period before New South Wales adopted the 44-hour week, the neighbouring State of Queensland (and the State that would suffer most from competition) had adopted the 44-hour week, and the industry there was growing and thriving while the 48-hour week obtained in New South Wales.

Again I find that in England in the furniture trades, in returns obtained from an official publication from the Ministry of Labour Gazette that the terms obtained from manufacturers in the furniture industry, covering 66,510 employees, show that in that country where climatic conditions lend themselves more to longer hours than here, the average normal weekly hours are 46.7, and of the numbers engaged—66,510—24.1 per cent. work 44 hours or less. 46.7 is the average weekly normal hours, but as a matter of fact the hours actually worked in a specified period taken over four particular weeks, the 19th January, the 12th April, the 12th July and the 18th October, were 45.6.

The question of output of course is also a very necessary matter for consideration in dealing with the 44 hours, but I shall deal further with that later on when dealing with the union claims. I desire to say here that in this case there has been some hesitation in my mind as regards the 44 hours in this industry, not because of the claim not being an eminently just one when dealing with factories, but because of the peculiar nature of this industry in that it has competition—internal competition, not external—of a kind that is not experienced in other industries, a competition that I may say is almost of a piratical character. This is due to a great extent to the effect, as far as this industry is concerned, of the definition of a factory in the Factories Act and the consequent difficulty of supervision, and some of the members of the union, and others outside, take advantage of the looseness of the legislation for the purpose of establishing backyard competition.

From a report of the Chief Inspector of Factories, under Section 4 of the Factories Act, 1920, a factory is defined as "(1) Premises in which four or more persons are engaged; (2) Premises in which a person of the Chinese or other Asiatic race is engaged; (3) Premises where power or appliance exceeding 1 h.p. is used." Leaving out the second portion of that definition dealing with the Asiatic race, it must be noted with regard to the makers of furniture where power under one horse power is used, that you can make very many articles of furniture and are free from inspection except where more than four are employed.

The Inspector also says in his report:—"It is generally admitted that this class of work (furniture making) is such that a worker could, if so disposed, and with very little outlay, carry on work in his own private house, or shed in his backyard, disposing of his product either to his own or some other employer, or direct to the retailer, or, being a wood carver, polisher or upholsterer, carry out such work for furniture makers in a small way, who had not sufficient work to employ a full-time worker in their own workshops."

However, my hesitation in the matter was considerably tempered by the fact that this award is subject to revision in 12 months. In the meantime we can see what effect the present award of 44 hours has on the industry. Another reason for my hesitation was the way in which the union claim was presented. Most of the witnesses, with one striking exception, stated they believed that by ceasing to work on Saturday they would be better fitted and could do the same amount of output on the other days of the week. They probably believed that, but it is very difficult to establish without absolute proof. So far as I can see I do not think that the non-working on the Saturday would necessarily cause any alteration in output in the mathematical difference between 44 hours and 48 hours. If the daily hours are reduced to a lawful working day of eight hours, it seems to me to be in-

correct to state with regard to the output of a 44-hour week and a 48-hour week, that because 44 is 11-12ths of 48, that therefore there will necessarily be a reduction in output of one-twelfth. That would follow if automatic machines and only automatic machines were employed, but where it is the machine plus the man, or the man's work alone, it does not at all follow. Man is a good deal more than a machine. He is not an automaton, and where the human equation enters into consideration, to say that you would have a reduction in the mathematical ratio of 44 to 48 seems to me to be against all human experience. Man is subject to psychological influences, moods and complexes, and in dealing with him or the question of his output you cannot apply the same measure or the same standard as to a machine. The question ought not really to be approached, and it is frequently unfairly approached, by stating in round terms that it would be the difference between 44 and 48 hours per week. It is not.

It is a question of the output between 8¾ hours a day and 8 hours a day, a considerably different proposition. On 8¾ hours a day, the time that usually elapses between when a man starts to work, 7.30, and the time of his lunch, 12 noon, is 4½ hours, and that extra half an hour is the half an hour of least productivity. Under the eight-hour day the period that elapses between the time of starting work and the time of lunch would be four hours, and the man or the men working on a machine will, I am satisfied, be able to do in that four hours something a good deal more than is represented by the ratio of 4 to 4½. Many writers of business management advocate even a breaking up still more of this period between starting and knocking off to allow short periods of rest, thus enabling the worker to continue at a greater speed.

The same thing happens in the afternoon. Under the eight hours you have the same time between resumption and knocking off. Under 8¾ hours there is 4¼ hours, and you eliminate the quarter of an hour of least productivity. It seems to me that in the eight-hour day, as contrasted with the 8¾ hours, which is the proper way to look at this question, you have production not necessarily less, and certainly not less in the same proportion as the ratio of hours, that is, 8 hours and 8¾ hours.

With regard to the claim for the relinquishment of Saturday, and making Saturday a complete day of rest, I see very little reform in that. That is not lessening fatigue. To eliminate Saturday means that the worker must work for eight hours and 48 minutes a day. At present he is working eight hours 45 minutes. It is not reform to say that instead of working eight hours and 45 minutes he must work eight hours and 48 minutes. The fatigue would exist in an accentuated form. I say that from the point of view of output the worker would create less in eight hours 48 minutes than now in eight hours 45 minutes. You have an added portion of time at the least productive part of the day.

So far as I can see the industry at present, not only would there be no reform from the point of view of the worker in a workless Saturday, but it would mean a considerable decrease in output which the lawful eight-hour day would not mean. There is also this danger, that if a workless Saturday became general we would have an aggravated tendency of rural workers to flock into the city, a tendency that is particularly marked at the present day, and a most undesirable state of things in my opinion. We would then have what would constitute a real danger to our agricultural industry in order to allow a workless Saturday, a complete period of rest to our secondary industries in the town, which are entirely dependent upon the productivity of our agricultural and primary industries.

Mr. Carter in the course of his argument alluded to an article by Mr. Alfred Thomas, Director of International Labour Office, in the "International Labour Review" of August, 1926, which would appear to support a longer working day than eight hours. I have read through that article very carefully as Mr. Thomas is an accepted authority on that question, one who has devoted a lifetime to its study. But what he does, from a careful perusal of the article, is to condemn the action of the Italian Prime Minister in altering the working day in Italy from eight to nine hours. He says:—

> For years past the supporters of legislation for the protection of the workers have affirmed their conviction, and proved over and over again, that long working days or, generally speaking, arduous working conditions, do not give increased output. The inquiry into production published by the International Labour Office contains a quantity of documentary information on this point, the value of which cannot be disputed. To sum up the force of those arguments in a phrase, mention may be made once more of the deliberate statements contained in the historical report of the Industrial Commission of the United States in 1902—a report representing the result of four years of work and the testimony of more than 700 experts or interested persons—a report justified in the event by the whole of the subsequent development of industrial practice in the United States. In the report it is stated that the industries in which fewest hours are worked and the highest wages paid are also those whose products are most easily placed abroad by the United States. A further reduction in hours of work would still more increase the intelligence and outlook of the workers. The report adds that: "A reduction in hours has never lessened the working people's ability to compete in the markets of the world. States with shorter workdays actually manufacture their product at a lower cost than States with longer workdays." The author of this article may be permitted to recall here what was perhaps the most moving experience in his life where the principles to which all his efforts had hitherto been directed and which he had nevertheless felt obliged momentarily to relinquish reimposed themselves upon him with convincing proof of their verity. It was during the war. France, short of munitions, deprived by invasion of her cheap means of production, appealed to the courage and self-sacrifice of all factory workers to make the fullest possible use of those means of production which remained. Hours of work were increased, night work in two shifts was instituted, the weekly rest was suspended with the remainder of protective legislation. The slogan was work—work till you drop. But such efforts, exerted without question in a resolute spirit, could not be kept up for more than a few months. Very soon the factory managers themselves, the men most concerned in delivering their contracts to time, requested the Government to re-introduce the Acts which regulated labour. In spite of, or rather because of, the danger which threatened the nation and the necessity of increasing production to the maximum minute, hours of work were again limited, night work in some cases abolished, the weekly rest everywhere re-established and output increased again.

These are not the sentiments of a man who altered his views in regard to the eight-hour working day.

However, as I said, our awards under Section 90 are subject to revision every 12 months. I trust there will be some means adopted so as to show to this court in some concrete form the result of the introduction of the eight-hour system. An opportunity is now given to show what the output can be under an eight-hour day, and the Court would certainly like to know the result of the eight-hour day. It is not of course to be expected that all at once you will get the increased output that we hope to get with an eight-hour day, but after three or four months with normal working conditions under an eight-hour day, I am hopeful that it will be established that output will not be reduced in the proportion of 44 to 48. If not, I think it will show that the output for eight hours will equal approximately the output under the present 8¾ hours.

The usual provision has been inserted in this clause, that if both parties agree it can be worked in five days, but I do not think that would be economical to any industry. Certain manufacturers may believe that it will pay them because of the difficulties in regard to getting up steam to stop on the Saturday morning. That argument has not much force with me, because it seems to me if it pays them at present to work on Saturday, it should pay them to continue to work on Saturday, and the indirect results which follow from non-work on Saturday had better be borne in mind by those who advocate it.

The next provision I wish to call the parties' attention to is that dealing with holidays. The holiday clause is a clause which both parties agree to, and therefore of course the Court simply endorses the agreement, but it was so framed that it was really difficult to understand and I am afraid the language used would have led to litigation. It is always a vital matter in these things, as in an Act of Parliament, to make your language as clear as possible to avoid the necessity of coming to the Court. The Court drafted a clause and submitted it to both parties. I will not read it through as both parties have it before them and can discuss it later on. The clause is drafted on the understanding that it contains in clearer language what was previously agreed to between the parties.

The next clause is clause 7, dealing with the wages. The old margins have been restored. At the top the words "per week" should occur. It should read "The minimum rate of wages per week shall be." The old margin, which was lost by some means, has been restored. There has been some re-arrangement in regard to the classification and if there are any anomalies the Court will hear them.

The most important change has been made in regard to the wages for junior workers and apprentices. The Court has considered that it is advisable to systematise payment to junior workers and apprentices by expressing them in percentages of the basic wage whereby they can be adjusted from time to time by the parties without much difficulty. The percentages were fixed by the members of the Court after consideration of a considerable number of awards, both of the Eastern States and of our own State.

Dealing with the junior workers, a return was put in in the Tramway case by Mr. Thomas, which showed the percentage of junior workers and apprentices in the various State and Federal awards. In the Federal awards dealing with junior workers a start was made at 27 per cent. for juniors at 15 years of age and 83 per cent. of the others up to 21 years. You can contrast that with the percentages here. That is the Federal award in the Victorian Railways. In the New South Wales State award, railways and tramways, a start was made with 32 per cent. at 16 years and ended with 80 per cent. at 21.

In our State award, Docks and Harbours, it was 29 per cent. at 16 and 83 per cent. at 21. The Moulders' State award was 23 per cent. at 17 and 85 per cent. at 21. The railways started with 29 per cent. at 16 and 83 per cent. at 21. Dealing with apprentices the Victorian Railway award started the first year with 22 per cent. and ended with 66 per cent. In the Amalgamated Engineers' Federal award the first year it was 20 per cent. and ended at 82 per cent. In the New South Wales State award the first year was 14 per cent. and it ended with 56 per cent. The latest award from New South Wales seems to have altered this proportion as in the furniture trades in regard to apprentices the first year the rate is £1 5s. and the fourth year £4, which shows a bigger percentage. That is an award recently delivered. In the Queensland State award for the railways it is 29 per cent. for the first year and 84 per cent. for the last year. In our own State, the Amalgamated Engineers, the first year apprentice started with 25 per cent. and the fifth year 79 per cent. That is in the Engineers' award of the 26th September, 1923. In the Engineers' award of the 21st July, 1925, our own State, the first year it is 21 per cent. and the fifth year 84 per cent. In the Railway award as amended the first year it is 25 per cent., and the fifth year 79 per cent.

I find in the last year's announcement of the South Australian Court that the male improver or apprentice starts at 18s. and at 20 finishes with £3 12s., and the female apprentice or improver starts at 15s. 6d. and ends at 20 with £2. This will illustrate the considerations that the Court applied in fixing the percentages, but as they are a new departure it is open for discussion.

There is a clause in the wages section, "A worker placed or acting in charge of two or more workers shall be paid 2s. per day extra." That is part of an amendment put in but we cannot find it in the original submission. That is, therefore, open for discussion.

Then again, the clause dealing with lap boys, the final sentence, girls may be employed instead of and subject to the same conditions and in the same proportion as lap boys. There was some question raised as to whether that was intended to remain, or whether it was added to an amendment put in and not discussed in the claim. That is, therefore, also open to discussion. With regard to clause 12 dealing with notice, that clause is very awkward, and I submit to the parties that it would be better to head it "Contract of service," and then you would have it in plain language. "The contract of hiring of every employee shall be a contract of hiring by the day." Head it "Contract of service" and under that "The contract of hiring of every employee shall be a contract of hiring by the day," and then add your proviso, "Provided that no such notice shall be given on the last working day immediately preceding a holiday."

Mr. HODSDON: That has not been agreed to by the parties.

The PRESIDENT: No; I am only giving you a better way of wording it. You wanted a weekly hiring and the Court has not granted it. It is here as it appears in the old award and it is only a question of phraseology.

Then there will be the apprentice schedule, all of which will be open to you for discussion.

Then there is the new clause which it is proposed to be added to meet with the complaints received from both sides in this case. I have given both parties a copy of it and it will be open for discussion, dealing with inspection by both sides.

Mr. SOMERVILLE: There is only one remark in regard to this award that I desire to make at this

stage and that is that I do not agree with the disturbance between the margin hitherto enjoyed by the shaper as compared with the cabinetmaker. Hitherto the Court has thought the shaper worthy of a slight increase over the cabinetmaker. In my opinion that is well founded and should have been continued.

Mr. BLOXSOME: I do not agree with the award in reference to the 44 hours per week. In my opinion the standard week of 48 hours should not be disturbed unless good evidence is brought before the Court and strong reasons are advanced as to why the alteration should be made. In this case no evidence has been before the Court of any fatigue or any disabilities which the workers have suffered from working 48 hours per week, and, therefore, I do not think that the Court is justified in altering the hours. I have not the faintest doubt that the output will be reduced in proportion to the reduction of hours, and consequently the cost of manufacture will increase and prices will have to be advanced, and the public will have to pay the extra price. I do not think it is wise for this Court to introduce the 44-hour system amongst the secondary industries, as it only means that the people who will consume the articles produced will have to pay for the extra cost.

The following remarks were made by the President at the delivery of the Award on the 16th December, 1926:—

The PRESIDENT: There is very little to be said in formally delivering the award, beyond the fact that the paragraph dealing with hours has been strengthened so as to limit the daily hours to eight between Mondays and Fridays, inclusive, and four on Saturdays, for the reasons stated when the minutes were being spoken to.

With regard to lap-boys, the paragraph relating to girls has been struck out.

The proportion of apprentices has been fixed as follows:—"The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to the first two or fraction of two journeymen, and thereafter one apprentice to two journeymen employed by him in that branch."

With regard to juniors, the heading in the minutes was, "Junior workers, including lap-boys." That has been altered to "Junior labourers (including lap-boys)."

This award has operation from to-day, except as regards the hours, unless you wish any alteration made with regard to the date so as to meet the convenience of both sides.

Mr. CARTER: To-day is the end of the weekly period.

The PRESIDENT: The new rates start from to-morrow. Both sides will understand that.

Mr. HODSDON: In some instances some of the firms pay on Tuesdays and Wednesdays. Still, we cannot make a difference in those instances. Some firms finished the week yesterday.

The PRESIDENT: If the week starts from to-day the pay will be from to-day. Do you wish a special order for that, or do you think you can make an arrangement for it?

Mr. CARTER: You scarcely want a special arrangement for that?

Mr. HODSDON. I do not think so.

AWARD.

1. *Definitions.*

A "Wicker-worker" shall mean a worker in cane, pith, seagrass, bamboo, rush, or any other material used in the manufacture or repair of wicker furniture, go-carts, baskets, or any article of which wicker forms a part.

"Cabinet-making" shall mean the manufacture, assembling, repair, or fitting up of new or second-hand furniture, including the woodwork of pianos, billiard tables, musical and wireless cabinets and sewing machine stands.

2. *Hours.*

(a) The ordinary working hours for all employees shall not exceed forty-four in any one week, and shall not exceed eight hours daily to be worked between the hours of 7.30 a.m. and 6 p.m., from Monday to Friday inclusive, and four hours between 7.30 a.m. and 12 noon on Saturday; provided that the actual times at which work is commenced and finished shall be mutually agreed upon and arranged between the employer and the worker.

(b) Provided further, that the hours at present being worked, namely, forty-eight hours per week, in the case of males, shall continue in operation until the 31st day of December, 1926.

3. *Overtime.*

Overtime shall be prohibited except where the Union is notified by the employer that he intends to work overtime. Pay for overtime shall be at the rate of time and a half for the first four hours and double time thereafter until the usual time for starting on the next day. All work performed on a Saturday afternoon, Sunday, or holiday as prescribed shall be paid for at double time rates.

4. *Holidays.*

(a) A worker shall be entitled to one day's holiday on full pay for each month's service.

(b) Such holidays shall be taken on the following days:—New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all working days between the 27th and 31st December inclusive, or such other days as may be substituted by law or custom in lieu therefor. When any of these days falls upon a Sunday, some other day shall be substituted therefor. Except where, and in so far as the worker is entitled, the said days shall be observed as holidays without pay.

(c) When the engagement of any worker is terminated during the year for any cause other than misconduct, such worker shall be entitled to receive payment at the rate of one day's pay for each calendar month of service in lieu of the holidays above specified which have not been taken.

5. *Country Work and Travelling Time.*

(a) When a worker is engaged in outside work the employer shall pay all fares and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class except when travelling by coastal boats, when saloon fares shall be paid.

(b) When a worker is engaged at such a distance that he cannot return home each night suitable board and lodging shall be found at the employer's expense.

(c) Travelling time outside the ordinary working hours shall be paid for at ordinary rates up to a maximum of 12 hours in any 24-hour period from the time of starting on the journey. Provided that when travelling is by boat not more than eight hours shall be paid for in any 24-hour period.

(d) Where in the service of the employer the worker provides his own means of transport, the employer shall allow to such worker the ordinary train, tram, ferry or char-a-banc fare which would otherwise be paid by him.

6. *Mixed Functions.*

Any worker carrying out work classified at a higher minimum than his usual rate shall be paid, whilst engaged on such work, at the rate prescribed therefor: Provided that where no record of such work is kept, the worker shall be paid at the higher rate for the whole of the day on which the work was performed.

7. *Wages.*

Basic Wage: Males, £4 5s.; Females, £2 5s. 11d.

The minimum rate of wages per week shall be:—

(a)	Margin. £	s.	d.	Total. £	s.	d.
Cabinet-making and repairing	1	4	0	5	9	0
Chair-making and repairing	1	4	0	5	9	0
Wood carving	1	4	0	5	9	0
Wood turning	1	4	0	5	9	0
Lead lighting	1	4	0	5	9	0
Upholstering	1	4	0	5	9	0
Wood machining (shaper)	1	4	0	5	9	0
Wood machining	1	1	0	5	6	0
French polishing	1	1	0	5	6	0
Glass bevelling	1	1	0	5	6	0
Glass silvering	1	1	0	5	6	0
Wire mattress making ..	1	1	0	5	6	0
Wickerworking	1	1	0	5	6	0
Ironworking for wickerwork	1	1	0	5	6	0
Mattress making	0	18	0	5	3	0
Picture frame making ..	0	15	0	5	0	0
Labouring (where tailing out included)	0	3	0	4	8	0
Labouring		..		4	5	0

(b) Junior Labourers (including lap-boys):

	£	s.	d.	Per cent. of base.
Between 14 and 15 years of age	0	17	0	20
Between 15 and 16 years of age	1	5	6	30
Between 16 and 17 years of age	1	14	0	40
Between 17 and 18 years of age	2	2	6	50
Between 18 and 19 years of age	2	11	0	60
Between 19 and 20 years of age	2	19	6	70
Between 20 and 21 years of age	3	12	3	85

(c) Apprentices:	£	s.	d.	Per cent. of base.
(i) For a three years' apprenticeship—				
First year	0	17	0	20
Second year	1	18	3	45
Third year	3	12	3	85
(ii) For a four years' apprenticeship—				
First year	0	17	0	20
Second year	1	14	0	40
Third year	2	11	0	60
Fourth year	3	12	3	85
(iii) For a five years' apprenticeship—				
First year	0	17	0	20
Second year	1	5	6	30
Third year	1	18	3	45
Fourth year	2	15	3	65
Fifth year	3	12	3	85

(d) Female workers:	£	s.	d.
Between the ages of 15 and 16 years ..	0	15	0
Between the ages of 16 and 17 years ..	1	1	0
Between the ages of 17 and 18 years ..	1	7	0
Between the ages of 18 and 19 years ..	1	13	0
Between the ages of 19 and 20 years ..	1	19	0
Between the ages of 20 and 21 years ..	2	5	0
Over 21 years. (Margin) 7s. 4d. ..	2	13	3

A tradesman placed in charge of three or more other tradesmen or six other workers shall be paid 2s. per day above the minimum rate hereinbefore prescribed for his trade.

In the case of severance of the contract of employment by dismissal or resignation or otherwise, the provisions of Clause 12 shall apply and wages paid accordingly.

8. *Employment of Females.*

Female workers are permitted to be employed in the following branches only:—

(a) Picture framing.
(b) Machinists in the upholstering and bedding.
(c) Cutting out in the bedding.

Provided that this shall not apply to any female who is now employed in the wickerworking branch.

9. *Proportion of Females.*

Junior female workers (under 21 years) are permitted to be employed in connection with Picture Frame making in the proportion of one junior female to every two or fraction of two journeymen employed.

In other branches the proportion of juniors to adult workers shall be one to every two fully paid journeywomen.

10. *Wages in Cash.*

(a) All wages shall be paid in cash on or before Friday in each week and shall be paid within 10 minutes of the usual time for finishing work.

(b) No charge shall be made against a worker for the use of bench, appliances or tools of trade supplied by the employer, and workers shall not be permitted to board or sleep on the employer's premises.

11. *Lap-boys.*

Lap-boys may be only employed in the wickerworking industry. Their work shall consist of "lapping" varnishing, cleaning up the factory and running errands. Lap-boys shall not be employed beyond the age of 16 years. The number of lap-boys allowed to any employer shall be in the proportion of one to every three or portion of three journeymen employed by him. The number of journeymen employed at any time shall be deemed to be the average number of journeymen employed on all working days of the preceding three months.

12. *Contract of Service.*

The contract of hiring of every worker shall be deemed to be a contract of hiring by the day; provided that no notice of dismissal or resignation shall be given on the last working day immediately preceding a holiday. This clause shall not apply to apprentices.

13. *Grinding Time.*

When a worker is discharged or ordered to stand by for two consecutive days, if he has been working for six consecutive working days he shall be allowed one hour's pay or time equivalent; or if he has been employed for twelve consecutive working days he shall be allowed two hours' pay or time equivalent. He shall be allowed to have the use of the necessary apparatus for grinding his tools during the time allowed as grinding time.

14. *Under-rate Workers.*

Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser rate of pay as may be agreed upon in writing (from time to time) between the Union and the employer and in default of such agreement within 24 hours after such worker shall have applied in writing to the Secretary of the Union stating his desire that such wage shall be agreed upon, such wage shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker after 24 hours' notice in writing shall have been given by him to the

said Secretary, who shall, if he so desires, be heard by such Magistrate and upon such application. After having given notice to the Secretary and after lodging the application mentioned and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed at the instance of the said Secretary in the manner prescribed. The said Secretary may by writing under his hand appoint a substitute or agent to represent the Union at the hearing of the application before the Magistrate.

15. *Piecework.*

A worker employed on piecework shall be paid not less than the minimum rate herein prescribed for a worker employed on the same class of work. A piecework, under the provisions of this Award, shall mean any worker who repairs, manufactures or finishes articles made from material supplied by the persons for whom the work is being performed.

16. *Reconditioning Mattresses.*

When workers are engaged in the reconditioning of hospital bedding, an allowance of 6d. per hour shall be made whilst engaged on such work.

17. *Interviewing Workers.*

The Secretary or any duly authorised representative of the Union shall not be prevented from visiting or conversing with the members of the Union on any job or in any shop during meal hours.

18. *Provision of Appliances.*

The employers shall provide the following tools or articles when they are required on the jobs:—dogs and cramps of all descriptions, but not to include hand and thumb screws, glue pots and brushes, bits not ordinarily used in a brace, dowel plates, oil stoves and files required by machinists, and spanners from three-quarters of an inch and upwards. The employer shall provide boiling water for the mid-day meal.

19. *Posting of Union Notices.*

The accredited Union representative shall not be prevented from posting a copy of this award or any notice of the Union not exceeding 14 inches by 9 inches in a suitable place agreed upon between the employer and the Union.

20. *Cleansing of Hands.*

Polishers shall be allowed 10 minutes per day for the purpose of cleaning their hands (five minutes before the mid-day meal and five minutes before finishing time). All rags necessary for the use of polishers shall be supplied by the employer.

21. *Clock.*

One reliable clock shall be installed in each factory and the starting and finishing time of employees shall be taken from that clock.

22. *Record Book.*

The employer shall keep or cause to be kept a time and wages book wherein shall be entered the name of each employee, the nature of his employment, the time he commences and finishes work each day, the total hours worked each day, and the wages received therefor. Such book shall be entered up each day in legible English characters, and shall be signed weekly, only if correct, by each employee; such book shall be open on any one day in each week at the factory office for inspection by the Union representative.

23. *Posting Award.*

A copy of this Award shall be posted in a suitable place agreed upon between the Employer and the Union.

24. *Area.*

This Award shall have effect over the area comprised within a radius of twenty miles from the General Post Office, Perth, except such portions thereof as are comprised within premises occupied by or worked in conjunction with the Railway Department or the Midland Railway Company.

25. *Term.*

The currency of this Award shall be three years from the date hereof.

26. *No Reduction.*

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

27. *Apprentices.*

(a) The provisions of the Schedule hereto marked "Apprenticeship Regulations" are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to the first two or fraction of two journeymen, and thereafter one apprentice to two journeymen employed by him in that branch.

(c) The term of apprenticeship shall be as follows:—

Cabinet making, including piano making (wood), billiard tables (wood), and all classes of work usually done by cabinetmakers—5 years.
Chairmaking—5 years.
Wood machining, including Shaper—5 years.
Wood turning—5 years.
Wood carving—5 years.
French polishing, including all wood polishing—5 years.
Upholstering—5 years.
Wickerworking—5 years.
Picture framing—3 years.
Mattress making—4 years.
Wire mattress making—4 years.
Headlight glazing—5 years.
Glass bevelling—4 years.
Glass silvering—4 years.

(d) In the event of a lap-boy becoming apprenticed, half of the time served as a lap-boy shall be allowed as part of the apprenticeship.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 16th day of December, 1926.

[SEAL.] WALTER DWYER,
President.

SCHEDULE.

Apprenticeship Regulations.

1. No minor shall (except as a junior worker under the provisions of this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained:

2. For the purposes of these Regulations a minor means a person not less than fourteen years of age and not more than eighteen years of age, who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

3. (1.) Any person desirous of becoming an apprentice shall notify the Registrar, who shall keep a register of such persons.

(2.) Every employer desirous of obtaining an apprentice shall take as an apprentice only a person whose name is so registered.

(3.) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

4. An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

5. A Board to be called "The Advisory Committee" may be appointed by the Court to advise in regard to any apprenticeship matter. Such committee shall consist of the following:—

(a) Some person appointed by the Court, who shall act as Chairman.
(b) Two representatives appointed by the employers.
(c) Two representatives appointed by the industrial union or unions of employees in the trade.

The Advisory Committee shall have such powers and duties as the Court in each case may determine.

6. (i.) No employer shall refuse employment to any person, or dismiss any employee from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the employee is a member of any Advisory Committee, or by reason merely of anything said or done or omitted to be done by any such person or employee in the course of his duty as such member.

(ii.) In any proceeding for any contravention of this Regulation it shall lie upon the employer to show that any person proved to have been refused employment, or any employee proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member, was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this Regulation.

7. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these Regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

(c) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

(d) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(e) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(f) There shall be three copies of each agreement, of which one copy shall be held by the employer, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(g) The Court shall have power to transfer an apprentice from one employer to another either temporarily or permanently—

(i.) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
(ii.) upon the application of the employer or the apprentice for good cause shown.

(h) The transfer of every agreement shall be on a form approved by the Court, and shall be made out in quadruplicate, and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice, the apprentice, the Registrar, and the new employer. The transfer form shall be completed within two months of the date on which the transfer is effected.

(i) There shall be four copies of the form of transfer, of which one copy shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

(j) Every agreement of apprenticeship shall be subject to the provisions of the Award in force for the time being applicable to apprenticeship in the industry.

8. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid in addition to the teaching that may be provided by his employer.

9. Every agreement of apprenticeship entered into shall contain—

(a) The names and addresses of the parties to the agreement.
(b) The date of birth of the apprentice.
(c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
(d) The date at which the apprenticeship is to commence and the period of apprenticeship.
(e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial award so far as they concern the apprentice.
(f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
(g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
(h) The general conditions of apprenticeship.

10. Where in any case it is reported to the Court that any employer or group of employers has not in his or their employ the number of apprentices in proportion to the journeymen employed equal to the proportion allowed or required by the award, the Court may make such investigation and order as it may deem necessary to ensure that each employer or group of employers shall employ and train a specified minimum number of apprentices.

11. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

12. Every agreement shall include a provision that it may be cancelled, by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

13. On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a certificate stating what time he has served, full particulars of the branches of the trade or industry in which he has received instruction, the proficiency attained, and shall also notify the clerk of the Court, and the cause thereof.

14. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

15. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

16. Subject to Regulation 23, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement.

17. In the event of an employer being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

18. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission to employ the apprentice for such lesser time per week or per month, and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial award for the trade, calling, or industry.

19. Where in any case the Court is of opinion that the number of apprentices being trained is insufficient to meet the requirements of the industry, in the matter of skilled artisans, the Court may make such investigation and order as it may be deemed necessary to permit or require any employer to employ such further number of apprentices as may be directed. Notice of such order shall be given to the Parties to this Award.

20. (a) Every apprentice shall attend a Government technical school, vocational classes, or classes of instruction, for instruction in such subjects as are provided for his trade: Provided, however, that attendances shall not be compulsory when the apprentice is resident outside a radius of 12 miles from the place where instruction is given. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and shall pay for by the employer.

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes shall be four hours per week.

(d) Every apprentice shall be bound to submit himself to examination at the places and times prescribed by the Court.

(e) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction unless he is exempted from such attendance for good cause.

(f) The Clerk of the Court shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

(g) The employer shall provide such necessary material and machinery as may be required by the examiners, and shall in all ways facilitate the conduct of the examination.

(h) The Board of Examiners shall consist of persons skilled in the industry. It shall comprise equal numbers of representatives nominated by the employers and workers in the particular trade. Failing such nomination or nominations the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President at the

request of any of the examiners, and the decision of such person shall be final and conclusive.

(i) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(j) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

(k) The Registrar shall, after each examination, issue a certificate to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. A duplicate of such certificate shall be lodged by each apprentice with his employer and the secretary of the Union, each of whom shall keep the same in safe custody, and produce the same for inspection by the Industrial Inspector whenever demanded by the latter to do so. When the final examination has been passed the certificate shall also be signed by the examiners.

(l) Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these Regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

(m) Whenever it is possible so to do, the examiners, before entering upon the examination following the issue of these Regulations, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Clerk of the Court and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Clerk of the Court thereof.

21. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed in this Award: Provided—

(a) payment for such sickness shall not exceed a total of one month in each year;

(b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates, not exceeding 5s., to be borne by the employer.

(c) An apprentice shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident or sickness arising out of his own wilful default.

22. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training, the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso, shall count as part of the apprenticeship.

23. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

24. If the examiners, or the industrial union or employer concerned, make representations to the Court that the facilities provided by the Technical School, or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such Technical School, or such other place, as it deems necessary.

25. (1.) The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass any of the examinations, and for such purpose it shall be the duty of the examiners to make any necessary recommendation to the Court. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

(2.) Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the cancellation of the apprenticeship agreement, or such other remedial measures (*i.e.*, increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

26. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these Regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

27. Upon the completion of the period of training prescribed for apprenticeship, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners, and upon passing this test shall be provided with a certificate to that effect.

28. The Registrar shall prepare and keep a roll of apprentices containing—

(a) a complete record of all applications to become apprentices;

(b) a record of all apprentices and probationers placed with employers;

(c) a record of all employers with whom apprentices are placed;

(d) a record of the progress of each apprentice, recording the result of the examiners' reports.

(e) any other particulars the Court may direct.

29. For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve months immediately preceding such time shall be deemed to be the number of journeymen employed. Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed.

30. Every industrial inspector appointed in pursuance of the provisions of "The Industrial Arbitration Act, 1912-1925," shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

31. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry or relating to the employees engaged therein.

32. "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these Regulations apply, and includes an apprentice on probation.

FORM A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an apprentice.)

The Registrar,
Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith Certificate from my Head Teacher.

Full Name.....
Address.....
Date of Birth.....
Trade.....
School last attended.....Standard passed.....

Signature.....

Date..... Signature of Parent (or Guardian)

.....

FORM B.

To

The Registrar, Arbitration Court, Perth.

Please take notice that.....
of.....has entered my service (*on probation*) as an appreatice to the.....trade on the.....day of.....19 .

Dated this.....day of.....19 .

(Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

FORM C.

Certificate of Service (Reg. 13).

This is to certify that.....
of.....has served.....years
.....months at the.....branch of
the.....trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

.....

.....

Dated this.....day of.....19 .

(Signature of Employer).....

FORM D.

(Certificate of Attendance at Technical School (Reg. 20 (e).)

This is to certify that.....
of.....has secured a record of 70 per centum of attendances at.....
Technical School during the.....months ending the.....day of.....19 .

(Signature of Principal).....

FORM E.

Certificate of Proficiency (Reg. 20 (k)).

To.....(Apprentice).

This is to certify that at the.....
examination for apprentices in the.....trade you gained the following percentages :—

Year of experience.....
Stage.....per cent.
.....per cent.
.....per cent.

You have therefore passed (or failed) in the examination.

.....
Registrar.

FORM F.

Final Certificate (Reg. 27).

This is to certify that.....
of.....has completed the period of training of.....years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the.....trade.

Dated at.....the.....day of.....19...

.....
Registrar.

.....
.....
Examiners.

FORM G.

General Form of Apprenticeship Agreement (Recommended)

THIS AGREEMENT made this.....day of.....19..... BETWEEN.....of.....(address).....(Occupation) (hereinafter called " the Employer ") of the first part.....of..... born on the.....day of.....19..... (hereinafter called " the Apprentice ") of the second part, AND.....of.....(address).....(Occupation). .....Parent (or Guardian) of the said .....(hereinafter called the " parent " or " guardian ") of the third part WITNESSETH as follows :—

1. The Apprentice of his own free will, and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of.....for a period of.....years, from the.....day of....., one thousand nine hundred and twenty .....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follows :—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at.....aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under " The Industrial Arbitration Act, 1912–1925," or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows :—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of.....and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice when available shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of " The Industrial Arbitration Act, 1912–1925," or any Act or Acts amending the same and any Regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO :—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed sealed and delivered by the said .....
In the presence of..... } .....(Signature of Guardian.)

And by the said.....
In the presence of..... } .....(Signature of Apprentice.)

And by.....of the said .....for and on behalf of the said.....
In the presence of..... } .....(Signature of Employer.)

Noted and Registered this.....day of.....19.....

.....
Registrar.

CEMENT WORKERS' AWARD.

THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 23 of 1926.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

The West Australian Portland Cement Company, Limited, Applicant; and certain members of the Australian Workers' Union (West Australian Branch), whose names are entered in attached schedule.

Mr. L. L. Carter appeared for the Applicant.

Mr. A. J. Watts appeared for the respondents.

The following remarks were made by the members of the Court at the speaking to the Minutes of the proposed Award on the 23rd December, 1926:—

The PRESIDENT: This is a matter which was referred into court as the result of a compulsory conference summoned under the provisions of the Act. At that conference the parties agreed upon all the terms and conditions of employment except one, viz., hours of work. That one was therefore, in pursuance of the Act, referred into court for determination by the members of the court.

Now, the court has had the opportunity of hearing lengthy evidence and also of viewing the scene where

the operations are being carried on. The court has also undertaken a thorough and painstaking inquiry into the financial position of the company.

In this case the men, in my opinion, if it were possible, should have been granted the benefit of an eight-hour working day; the work is arduous and trying and is carried on under difficult circumstances. There was only one thing which operated in my mind, and that was the position of the company.

The company is exposed to keen competition not only from all of the Eastern States, but from other countries. It is a young company and is only in a nascent condition with regard to its operations at the present time. To make any alteration of the hours from 48 to 44 in that case I thought would simply have the effect of jeopardising the possibility of the success of the company, a success which I am hopeful will be accomplished in the future, when this claim can be reconsidered.

It would be very little use to the men working for this company to secure conditions that might simply have the effect of paralysing the resources of the company and perhaps putting out of action what promises to be a thriving industry, but when the company has turned the corner and prosperity shines upon it this application will be open for reconsideration.

Mr. SOMERVILLE: The only remark I desire to make about this case is to assure the union that the dead weight of unproductive capital with which this company is struggling has had nothing to do with the decision of my colleague.

I agree with Mr. Watts that it is not the proper task of the union to show, by means of a roster, how the proposed reduction of hours can be worked, but the Queensland case, to which he attaches great weight, is unfortunate, for the manager's letter seems to indicate that the men there, although nominally under a 44-hour week, work at least 48 and possibly 52 hours per week. His letter is very difficult to construe, but one point is clear—it is that the men work more than 44 hours per week.

There was one phase of this case that particularly appealed to me. It was the case of the men who work seven days a week all the year round and only get a spell when there is a breakdown of machinery. The conditions under which they work were not one of the issues submitted to the court and consequently it is not competent for us to issue an award upon that point, but I would appeal to the company that, if it is possible, something should be done to relieve those particular men of the unnatural and altogether improper strain of a seven-day week for the whole of the year.

Mr. BLOXSOME: I agree with the Minutes of this Award. It is clear from the evidence that if a 44-hour week were granted it would be necessary for the company to employ at least six more men (possibly the number might be greater) in order to give a 44-hour week to all its workers; and it is quite clear from the operations of the company, as shown by their accounts and balance sheet, that that would turn what is now an operation carried on at a bare profit into a loss. Therefore, I do not see that it would be possible to grant the 44-hour week; and, as a matter of principle, I am still of the opinion that a 48-hour week is not excessive for any men employed as these men are employed in the cement works.

The PRESIDENT: I desire to add that I think it is the unanimous opinion of all the members of the court that some relief should be given in this case to the men who work week in week out, month in month out, the whole year round a seven-day week. I trust the employers will take a note of that and endeavour to give some relief. It does not seem to us to be a proper condition of work when a man works every day for the whole year round.

The following remarks were made by the President at the delivery of the Award on the 24th December, 1926:—

The PRESIDENT: As regards this award, the amendments made in the Minutes as delivered are confined to the schedule of rates. As pointed out there the rates had to be adjusted to make it in accordance with the basic wage. Therefore, ½d. has been added in each case. The basic wage is £4 5s. It says that the minimum rate of pay shall be per week as follows, and then the designations are mentioned, the margins and the totals. The Award is now delivered. The casuals clause will be a matter of agreement between the parties or a subsequent application to the court by the parties to settle any matters in dispute between them.

Mr. WATTS: That is one of the clauses that was kept out intentionally.

AWARD.

1. *Area.*

This Award shall operate at the Company's works, situated at Rivervale, in the State of Western Australia.

2. *Scope.*

This Award shall apply to all workers covered in the Schedule of Rates and engaged by the abovenamed company.

3. *Term.*

This Award shall take effect as from the fifth day of May, One thousand nine hundred and twenty-six, and shall continue in force for a period of three years: Provided that at any time after the expiration of twelve months from its date either party may make application to the other party to amend or vary this Award, provided that thirty days' notice is given in writing by one to the other parties to the Award.

4. *Hours of Work.*

(a.) Employees on continuous process departments shall be eight hours per shift inclusive of crib time, including Sundays, which will be paid for at a special rate provided for in clause headed "Overtime."

(b.) Day-shift men to work eight and three-quarter hours per day, exclusive of crib time, on the first five days of the week, starting at 7.30 a.m. to 5 p.m.; Saturdays from 7.30 a.m. to 11.45 a.m., or by mutual agreement by employees and employer, to suit train service.

5. *Crib Time.*

Crib time for shift workers shall be taken in relays at such time as not to cause a stoppage of work, and no deduction shall be made therefor from the employee's wages.

6. *Overtime.*

(a.) Overtime done by day workers shall be paid for at the rate of time and a half for the first four hours, and double time thereafter. Overtime done by shift workers shall be paid for at the rate of double time.

(b.) Time and a half shall mean one half day's wage in addition to the prescribed minimum rate or *pro rata* if there is more or less than a day.

(c.) Double time shall mean one day's wage in addition to the prescribed minimum rate or *pro rata* if there is more or less than a day.

7. *Sunday Work.*

All work done on Sundays shall be paid for at the rate of double time, excepting in kiln and coal grinding departments, which shall be paid for at time and a half.

8. *Holidays.*

(a.) All work done by any employee on Good Friday, Labour Day (the first Monday in May, or other day appointed to be kept in place of that holiday), and Christmas Day shall be deemed overtime work, and shall be paid for at the rate of double time. All work done by any employees on the following holidays, viz., New Year's Day, 26th January, Easter Monday, the birthday of the Sovereign, and Boxing Day, or any day appointed to be kept in place of any said holiday shall be deemed overtime work and shall be paid for at the rate of time and a half.

(b.) All employees who have been employed continuously for a period of twelve months shall be entitled to one week's holiday on full pay, or a monetary *pro rata* equivalent. Such holiday, if reasonably practicable, to be taken out at Christmas in each year. These holidays must be taken out when they become due. If they have been engaged for a less period they shall be entitled to a day's holiday on full pay or a monetary *pro rata* equivalent for each month they have worked in addition to the holidays provided in Subclause (a) hereof.

9. *Soft Clay.*

Employees engaged in removing wet soft clay shall be paid at the rate of time and a quarter whilst so working. Any dispute as to whether clay is wet soft clay shall be decided by the works superintendent and a duly authorised official of the A.W.U. Failing an agreement, same to be referred to the Registrar of Industrial Unions, whose decision shall be final.

10. *Raincoats.*

Raincoats shall be supplied to men working outside.

11. *Meal Hours.*

Work done in the meal hour, or any portion thereof, shall be paid for at the rate of double time. This clause shall not apply to shift workers.

12. *Change House.*

The employer shall provide all necessary sanitary accommodation, change room for workmen at factory and shell deposit, bathrooms, and dining room (same to be kept clean by the employer) for employees during crib hours, and a sufficient supply of boiling water at meal times for employees. A supply of cool drinking water, as far as practicable, shall be made available for workmen.

13. *Handling Old Bags.*

Employees handling and/or sorting old bags shall be provided with gloves free of charge for the protection of their hands.

14. *Men Recalled to Work.*

When an employee is called out after he has completed his shift and actually left the job, he shall be paid for a minimum of four hours' work at the rate of time and a-half, and at the rate of double time for the time worked after four hours.

15. *Payment of Wages.*

Wages shall be paid weekly unless otherwise mutually agreed.

16. *Entering Kiln or Chamber.*

When an employee has to enter a mill, kiln or chamber, the employer shall, if possible, see that the temperature does not exceed 100deg. F. If it exceeds this temperature the employee shall not remain inside such vessel longer than 15 minutes, with a break of ten minutes before re-entering.

17. *Mixed Functions.*

All employees who may be called upon to temporarily work at a higher grade shall be paid the rates awarded for such work whilst so engaged, or if so engaged for less than four hours, they shall be paid these rates for the full four hours.

18. *Notice to Cease Work.*

In the event of a breakdown of machinery or an industrial dispute, the Company shall only be called upon to give employees one day's notice to cease work. In other instances the ordinary week's notice shall apply.

19. *Schedule of Rates.*

Basic Wage: £4 5s.

The minimum rates of pay shall be per week as follows:—

	Margin.			Total.		
	£	s.	d.	£	s.	d.
Raw Mill:						
Miller	0	12	8	4	17	8
Assistant	0	6	8	4	11	8
Coal and Cement Mill:						
Miller	0	12	8	4	17	8
Assistant	0	6	8	4	11	8
Rotary Kiln:						
Burner	1	2	8	5	7	8
Clinker wheeler	0	4	8	4	9	8
Dredge hands	0	18	8	5	3	8
Labourers:						
Shell Deposit	0	11	8	4	16	8
Clay Hole	0	6	8	4	11	8
Yard	0	3	8	4	8	8
Elevator man	0	11	8	4	16	8

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this Twenty-fourth day of December, One thousand nine hundred and twenty-six.

[SEAL.] WALTER DWYER,
President.

Schedule referred to.

Atkins, Percival; Russe, Charles; Brown, Charles; Bartlett, William; Brown, Thomas J.; Boddiner, Harry; Burns, Stephen; Bennett, John; Cramond, Allen; Clancey, Patrick; Carr, Alister; Chester, Conrad; Daebritz, Paul; Dearden, Cyril; Gunn, John; Games, Frederick; Hutchinson, Alexander; Hughes, Frederick I.; Hansen, Albert C.; Higgins, Henry; Innes, Edward J.; Kennedy, James; Menzies, Albert; Milton, Albert; Mfaxted, Charles; Mott, George; Murray, T.; Murray, William; Middleton, Henry; Newham, Henry; Ogilvie, Alexander; Palmer, Charles W.; Parker, Frederick G.; Parker, Donald; Parker, Albert; Pumphrey, William; Prior, William; Partridge, Edward; Pike, George F.; Roberts, Robert; Riordan, Alfred J.; Spence, Henry George; Smith, Louis; Slavin, Albert E.; Shakeshaft, William; Sutton, William J.; Skane, Thomas; Sharland, Charles; Thomas, Charles O. A.; Tondut, Louis; Trewern, Robert; White, James S.; Ward, Leslie St. C.; Williams, Oscar; Woodcock, Frederick.

TRAMWAY EMPLOYEES' AWARD.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 9 of 1926; File 3155.

Before Mr. Justice Dwyer (President) and Messrs. W. Somerville and O. L. Bloxsome.

Perth Electric Tramways Employees' Union of Workers, Applicant, and the Commissioner of Railways of Western Australia, Respondent.

Mr. R. H. Nash appeared for the Applicant.
Mr. E. Thomas appeared for the Respondent.

The following remarks were made by the members of the Court when handing the minutes of the pro-

posed award to the parties on the 20th December, 1926:—

The PRESIDENT: Dealing with the minutes of the Tramways award, the Court was faced with considerable difficulty.

In 1917 there was a case before the Arbitration Court and an award was made. That award fixed the wages of the labourer at £2 7s. 6d. per week, which was the ruling wage for a labourer at that time. Subsequently, the margins in the award and the whole of the setting of the award seemed, so to speak, to have lost their moorings, and we have endeavoured in this award to bring the wages portion of it, at any rate, to something like scientific order.

In every tramway system in Australia provision is made for the unskilled labourer, who is on the base mark. In some instances he gets 1s. or 2s. above it because he has other duties to perform.

Here, the unskilled labourer, apart from the 1917 award, was not put on the base mark, and that notwithstanding the fact that when he ceased to be an unskilled labourer and became a fettler or a platelayer he was paid a special margin as a fettler and also a special margin as a platelayer.

This Court had by the Amending Arbitration Act placed upon its shoulders early in this year the responsibility of declaring a basic wage, and that basic wage was to be the wage for the unskilled labourer subject to family obligations. That wage was fixed by this Court at £4 5s.

After viewing this industry and taking into consideration what obtains in other places, but particularly viewing the industry as it exists here, the Court saw no reason why the unskilled labourer here should not be placed upon the base, particularly when acting as a fettler or a platelayer or in any other capacity, he gets a margin.

It also so happens that in this industry, the tramway industry, the labourer is in a position that is almost unprecedented, but which has come about over a considerable period of time. The labourer here (I am referring to a few men constantly employed) is in addition in receipt of 6s. per week on account of being termed "a casual," which he is not, because he is not a casual in the ordinary sense of the word. That is equal to a margin. There was therefore no reason whatever why the labourer here should not be placed upon the base mark.

Then we came to consider the margin. In the 1917 award of this Court, to which no exception was taken at the time, the margin for the conductor was fixed at 6s. In the agreements that were made between then and this award the margin, so-called, was fixed at 9s., but that took into consideration the fact that the labourer was on a base of £4 6s., instead of which it was nothing of the kind.

The Court viewed the matter from all sides. It took into consideration the responsibility on the conductor and the motorman, because both parties here have agreed that the conductor and the motorman should be treated alike. It took into consideration the fact that his eight hours of duty were spread over long hours. It took into consideration the fact that these men have necessarily to work on Sundays; also the circumstance that the occupation is a rather nerve-racking one and might perhaps bring about illnesses that other occupations would not. The whole of the surrounding circumstances were taken into consideration, and after doing so the Court considered that the conductor and the motorman (I mean the efficient conductor and motorman) should receive a margin of 12s., that is, 12s. above the base, which would bring him up to £4 17s.

The question then arose of settling the margins for the tradesman. The tradesman's margin has been fixed by this Court for some time at £1 4s., and the tradesman's section here receives the same margin.

The other margins were settled proportionately so far as we could with the time at our disposal and with the evidence before us, and on a comparison (so far as we could make one) of the relative duties and the relative importance of the various other grades, having in view the leading determinations..

The next point for consideration—a point that weighed with me personally—was the question of the percentages of 10-hour and 12-hour shifts.

The union's claim was this:—"Motormen and conductors shall complete their shifts within a spread of 10 hours, included in which shall be any time allowance."

It was only necessary to see the graphs that were put in as representing the running of the cars at the peak points, when the greatest loading takes place, to come to the conclusion that effect could not possibly be given to this claim without increasing largely overtime pay, and one witness was rather cynical enough to say that he did not mind, provided he got his overtime pay.

It seems to me that is altogether an incorrect way of viewing this industry. After all, this industry is the State's industry. The State is not out give a public convenience and any loss that may be suffered by this industry, or any extra or unnecessary expense that may be involved, is taken out of the pockets of the workers themselves, because nowadays it is the fact to which we cannot shut our eyes that the trams are much more largely used by workers on the base rate or with their margins than they are by other classes of the community, who are fortunate enough to possess motor cars and other vehicles.

Then, again, since this suggestion of the union would simply involve extra payment for overtime, this fact remains that this Court and no Arbitration Court in Australia, in fact, so far as I know, stand for overtime. Overtime is punished. Overtime is punished by compelling the employer to pay a good deal more for it than he does for ordinary time. That extra payment is not primarily to give extra reward to the men who work the overtime. The real intention of it is to prevent overtime, so far as the Court can possibly do so, whilst of course it is recognised that circumstances may occur in which overtime is necessary.

Another circumstance for consideration is this: a balance sheet of the industry was placed before the workers themselves and I do say this, that if the workers have considered that balance sheet fully—as they did during the hearing of the case—they would not have made a claim such as is embodied here, that all shifts shall be completed within a spread of 10 hours, for the very reason that the industry cannot stand it.

The industry is not being run at a profit and the question occurs, and was put, "Why is that? Was it through unnecessary administrative expenses or overhead charges?" The answer is No. "Is it through new and unprofitable lines being built?" The answer again is No.

I feel sure that had the workers viewed the financial side of this undertaking (and, after all, this Court fixes a base wage, but so far as margins are concerned they necessarily must come out of profits or what would have been profits), had the workers, I say considered fully the financial side of the question they would not have put up this proposition.

Now we come to the counter proposition. That is the proposition of the Commissioner of Railways, viz., 60 per cent. of the motormen and conductors should

be given as nearly as practicable seven hours and 20 minutes in a spread of 10 hours, and 40 per cent. in a spread of 12 hours.

Here my concern was this: that these percentages are, so far as we can see, almost completely guesswork. It is very difficult for any court to interfere with the percentages, because it is really interfering with the delicate mechanism of the internal organs of the industry. It seems to me it is really a matter where the workers and the Commissioner should meet together and view the condition of the industry, bearing in mind the fact that the industry cannot stand overtime in this respect, and make an equitable arrangement together.

Now, what do we find? In 1917, 65 and 35 were the relative percentages. We do not know why those were fixed; empirically, perhaps, but we do not know. Then a space of time elapses: 1920 comes and an award external to the Court is made. Then we find 80 and 20. Now, why was the alteration made from 65 and 35 to 80 and 20? We do not know. Again, why is the alteration now sought from the 65 and 35 to the 60 and 40? Again, why 60 and 40 rather than 65 and 35? Why 80 and 20 rather than 70 and 30? All these questions are such that it would be impossible for the Court to answer with the time at its disposal. They are really matters for a separate inquiry dealing with this point as a separate entity.

That some re-arrangement or some relief is required by the management of the tramways I have no doubt, but I consider it is better to let the old percentages stand, leaving it to the workers and the Commissioner, in view of what I have stated, to fix what is an equitable percentage between them. If not, of course this Court has the authority, if it has not the competency, to fix what percentages should be allocated. In the meantime, the existing percentages, 80 and 20, stand.

I hope my remarks will be taken notice of by both parties and that a conference will fix what is equitable, because we have to recognise this, that in no State of the Commonwealth are the percentages so difficult, so far as the operation of the industry is concerned, as are the percentages here.

Of course, there may be a third way out of the difficulty, viz., to abolish percentages altogether and to treat it in another way, as was done elsewhere. That is another alternative that the parties might take into consideration.

Then we have the question of overtime and Sunday time for consideration. The overtime and Sunday time have been left as before. The union sought to get time and a half and double time. This is an industry which corresponds with an industry that is run on what is termed the continuous process. When a man joins the tramway industry as a conductor or as a motorman, he is quite aware of the fact that he must necessarily work on Sundays and on holidays, and that there necessarily is a certain amount of quite unavoidable overtime. He bears all these things in mind when he joins the industry.

Now, the Court is not in favour of overtime. The Court punishes employers by compelling them to pay considerably increased rates when overtime is worked, but the Court has to recognise that there are such things as continuous processes, where the basic hours per week have necessarily to be increased, whether people like it or not, and where circumstances arise when it must be necessary to work a spread of 10 or 12 hours. In the tramways there must also necessarily be Sunday time.

In these circumstances, it is not a case of punishing the employers. The employer cannot help it and the workers know the conditions. Therefore, separate principles apply with regard to overtime and Sunday time rates. These separate principles I find are embodied in every award of every court in Australia. Therefore it is that the old rates, time and a quarter and time and a half, with certain modifications, continue.

There are other minor matters, but generally the conditions remain much as before.

I might say a word or two with respect to the mixed functions clause. The claim was made, in the case of mixed functions, that if a worker did for any portion of the day practically anything higher than his usual vocational calling he should receive pay for the whole day for that. I do not know that there is any precedent for a claim such as that. The usual time fixed by this Court in other awards in two hours; but one hour has been in vogue in this industry for a long time and there has been no evidence of any consequence placed before the Court to show why the one hour should be altered, so for the present it remains as before, viz., one hour.

The other minor alterations will be noticed by the parties when they peruse the minutes.

Perhaps I ought also to allude to the wages for juniors and apprentices. In the Furniture Trades award, after a good deal of consideration the members of the Court allocated fixed percentages for juniors and fixed percentages for apprentices. We have embodied the same percentages in this award, so that should the basic wage be increased or decreased as the case may be, these percentages can go up or down accordingly, without much trouble to the parties.

Under Section 68 of the Act the parties are entitled, technically, to seven days' notice for the discussion of minutes; but either party can, if it likes, not insist upon that seven days' notice. If the parties agree, there is no reason why the Court cannot take the minutes at any time within the seven days. At any time within the seven days the Court can sit here to meet your convenience and discuss the minutes.

Mr. SOMERVILLE: The tramway men by the basic wage adjustment of October last were reduced by approximately 4s. 4d. per week. By this award approximately 3s. of that is restored to motormen and conductors. I do not think the Court heard sufficient evidence why the whole 4s. 4d. should not have been restored.

It will be seen by clause 6, relative to holidays, that the holidays taken as they occur have been reduced from seven to four. With this I do not agree. It is true that the two weeks annual leave, together with four other days, leaves the tramway worker better off in the matter of holidays than most workers, but the tramway man's job is a very peculiar one. He has not his regular hours for starting and finishing, nor has he his Sundays always at liberty like other workers. His week is spread over seven days and his day over (18) hours. Consequently he merits special allowance in the matter of holidays.

When the basic wage adjustment was declared by the Court I surmised then that if we had had evidence as to the range of work which the workers designated "labourers" in the agreement of January last had to execute, we might agree with the union's contention that he was worth and had in fact been awarded by Mr. Canning a margin of 1s. per day.

In this case we have had abundant evidence, particularly that of Mr. Shiels, in support of the contention that the gang for whom he spoke should receive at least 1s. margin. They had to cover a very wide range of semi-skilled work. Owing to the peculiar definition of "casual" which the parties have agreed to, these men should continue to get 1s. per day on the base as casual. In my opinion it is an abuse of

language and only leads to confusion and trouble to all concerned to continue to call a man who has been with the department five years a casual. It would have been much better to have found some other designation for them, give some margin in recognition of the wide range of work these men perform, and place them on the same footing as other employees.

A great deal of evidence was put before the Court in relation to the facilities provided by the department for lockers and luncheon. As the union did not give us any lead as to what they desired in the way of luncheon facilities, the Court has only provided that boiling water is to be supplied. I desire to say that the present rooms and fixtures are inadequate, shabby and mean, and unworthy of a big State department, and should be improved for the convenience of the men without delay.

As His Honour also indicated, there are many other clauses of the award to which I have not alluded, but I desire the union to accept my assurance that, although they may not be discussed here and reasons given for the determinations, no scrap of evidence which they produced has been overlooked. It has all been considered and debated at length, and the conclusion arrived at is expressed in these minutes.

Mr. BLOXSOME: With regard to the proposed award, I agree with the remarks made by His Honour as to the unskilled labourer being placed on the base. It is true that the particular class of men who are employed as unskilled labourers in the tramway service and who are practically permanent are called "casual" and thereby receive another 1s. per day or 6s. per week, but it has also to be borne in mind that there are many occasions when the tramway service, especially at the time of putting down fresh lines, require a large number of unskilled labourers. I see no reason why those absolutely unskilled labourers should be paid anything more than the base rate.

With regard to the margin, it has been increased from the old margin of 9s. to 12s. per week in the case of motormen and conductors, the other margins in most cases having been raised on the same ratio. I think the margins are rather high in this industry. The men who receive this margin of 2s. per day or 12s. per week do not have to serve any apprenticeship at all. They can, with a few weeks or a month or two's practice, jump straight into the job, and I think they are treated extremely liberally when they are given a margin of 2s. per day or half that of a competent tradesman who has to serve a five years apprenticeship.

I would also like to remark that the workers in the Tramway service of Western Australia have better conditions than do the tramway workers in any other State in Australia, and I think the men concerned should bear that in mind. I think this award has treated them very liberally; and, although they do not go back to the excessively high rate which they were receiving prior to the basic wage being declared, I still think they are working under very good conditions and at very good pay, more especially when it is considered that the whole service is not a profitable undertaking.

The PRESIDENT: Mr. Thomas, you will find in the minutes a new clause termed "contract of service," embodying what you call the retirement clause in the Railway award. There may be some minor things like that to look at. You will go carefully through the minutes. Mr. Nash, I also desire to call your attention to that clause.

The following remarks were made by the President at the delivery of the Award on the 24th December, 1926:—

The PRESIDENT: The Court has considered the representations made by the parties here in speaking to the minutes, with the following result. I am referring now to the pages of the draft minutes as they were delivered to you.

On page 3, dealing with call backs, it read:—" . . . except on Sundays and the holidays specified in clause 6, when the rate shall be time and a half . . ." That is altered to read:—" . . . except on Sundays and the holidays specified in clause 31, when the rates shall be as therein laid down." That is in the holiday clause.

The next is on page 4:—"Motormen and conductors shall not be booked up for duty until they have 12 hours off duty except where necessary to facilitate the rotation of shifts or on day following a public holiday. . . ." The Court has borne in mind that this clause will only be brought into requisition when necessary.

Pages 6, 7 and 8 are dealing with overtime. We have considered the distinction between the traffic section and the other sections, and in the Sunday time clauses we have made provision for that distinction. Subclause (b) deals with overtime for the carbarn section, track section and the electrical section, and also with the platelaying section, "Sunday time shall be paid for at the rate of time and a half for the first two hours, and double time thereafter."

On page 9, in regard to the guaranteed week, the first clause is struck out to make it clear that the full week's pay shall be received for the weeks which include Christmas Day, Good Friday and Labour Day.

Mr. THOMAS: Subclause (1) is struck out.

The PRESIDENT: Yes.

On page 10—Holidays—the following clause has been added as subclause (e). The present (e), (d) and (e) have been given a new heading called "Annual Leave," so that (c), (d) and (e) become (a), (b) and (c) under Annual Leave. A new clause (e) has been added to make special provision for Easter Monday, Boxing Day and New Year's Day. It is not the intention of the Court to interfere with the existing fares charges. The new clause reads:—"(e) Easter Monday, Boxing Day, New Year's Day. All workers, including casuals, called up for duty and working on these days shall be paid at the rate of double time with a maximum of seven hours' work."

On page 13 the platelayer has had his margin raised by 1s., which makes him £4 15s.

With regard to free travelling for employees, casuals on constructions and reconstruction work, the Court considers that the undertaking given by Mr. Thomas that these men that have been termed permanent casuals will have this concession given to them, is satisfactory, and we think it better to leave the clause as it is at present rather than alter the clause and introduce words which may lead to confusion. You have Mr. Thomas's undertaking that these men will have that concession given to them.

Mr. NASH: That will be satisfactory.

The PRESIDENT: With these alterations I now deliver the award.

AWARD.

PART 1.

1. *Term.*

The currency of this Award shall be three years from the date hereof.

2. *Definitions.*

"Casual Worker" shall mean a worker employed from day to day and who is not guaranteed continuity of employment.

"Motormen and Conductors" shall include all workers operating a car or cars in the service for passengers, and taking it from and returning it to the Car Barn, but does not include shedmen when shunting or running cars for test purposes, or changing cars, or any other operations necessary to provide motormen and conductors with a car in good running condition.

"Car Starter" shall mean a worker performing duty in the regulation of cars running in traffic.

"Point Oiler and Cleaner" shall mean an adult worker in charge of keeping rails, points, and curves free from sand and other obstructions, and who oils same.

"Pitmen" shall mean the workers responsible under the shed foreman for the work of changing motors, adjusting brakes, putting in or taking out bearings, wheels, pinions, gears, and all similar work in connection with the cars.

"Controller Attendant" shall mean a worker cleaning, greasing, adjusting or replacing contacts, or other parts of controller, but does not include work done on the lathe or fitter's bench.

"Lineman" shall mean a worker employed erecting poles for electric wires or doing any work on poles off the ground, gaining poles, lopping trees overhanging live wires, or erecting wires or cables on poles or over buildings, or tying same to insulators, or jointing same, and workers engaged in the maintenance or construction of overhead equipment.

"Leading Hand Tradesman" shall mean a tradesman placed in charge of three or more tradesmen or six other workers.

"Leading Hand" shall mean a worker in charge of work who directs four or more workers.

"Platelayer" shall mean a worker who handles materals used in the construction or repair of tram tracks, who curves rails, bonds, links in, fastens, installs fishplates, adzes or squares sleepers, spaces sleepers, uses the jigger, gauges, cuts rails, and uses the ratchet borer.

"Track Repairer" shall mean a worker engaged renewing or repairing worn or broken rails, who bonds, instals new fishplates, sleepers, who lifts and packs and straightens roads, and keeps the roadway or street surface in repair.

"Fettler" shall mean a worker who lifts, packs and ballasts tram roads.

"Storeman" shall mean a worker employed supplying materials, goods, etc., on receipt of orders from foremen and leading hands, maintains stocks, and is responsible for the receipt of and/or the distribution of tools, materials, etc.

PART 2.—TRAFFIC SECTION.

3. *Hours of Duty.*

(a.) A week's work shall consist of forty-four hours to be completed in six days, spread over seven days, commencing Sunday to the following Sunday at 12.45 a.m.

(b.) The minimum time to be paid for each day shall be:—

(i.) Where a straight shift is worked—four hours.

(ii.) Men working a ten hours' spread—seven hours.

(iii.) Men working a twelve hours' spread—eight hours.

(c.) Eighty per cent. of the motormen and conductors shall be given as nearly as practicable seven hours twenty minutes work in a spread of ten hours, and the remaining twenty per cent. eight hours' work in a spread of twelve hours.

(d.) Motormen and conductors shall be paid not less than two hours for any portion of a rostered shift.

4. *Day Off.*

(a.) Motormen and conductors shall be rostered to have one day off in each week, provided that during Christmas week, New Year's week, and one other week in each year they may be called upon to work on their rostered day off. Two days' notice of cancellation of day off shall be given. If so called upon to work they shall be paid for a minimum of 7 hours 20 minutes at rate applicable to the day.

(b.) If after receiving notice of cancellation of day off a motorman or conductor is not given work, he shall be given an allowance of four hours' time at ordinary rates.

(c.) No motorman or conductor shall be called upon a second time for duty on his day off until all other motormen and conductors available have been called upon to perform similar duty.

5. *Call Back.*

When a shift is divided into three portions, the third shall be termed a "call back," and for such portion a minimum of two hours shall be paid for at the rate of time and a quarter, except on Sundays and the holidays specified in Clause 31, when the rate shall be as therein laid down; "call backs" not to be included in the week's work of forty-four hours.

6. *Sunday Time and Overtime.*

(a.) The time worked on Sunday up to a maximum of 9 hours shall be included in the week's work of 44 hours, but the extra rate prescribed for Sunday time shall stand alone and be paid for in addition to the week's earnings.

(b.) All time other than call backs worked after the spread of 10 hours and within the 12 hours by the 80 per cent. division shall count as overtime and be paid for at time and a quarter with a minimum of two hours —such time not to be included in the week's work.

All time worked in excess of 9 hours per day shall be paid for at the rate of time and a quarter.

(c.) When any portion of a rostered shift is extended without previous notification such extension will be paid for at the rate of time and a quarter, with a minimum of one hour, and the time will not be included in the forty-four hours week's work. This sub-clause not to apply when the extension is occasioned through accident.

(d.) Traffic workers employed on Sundays shall be paid at the rate of time and a half with a minimum of seven hours' pay at that rate; provided that this subclause shall not apply to motormen and conductors who finish duty by 12.45 a.m. on Sundays.

(e.) No shift shall be rostered to exceed a spread of twelve hours, but if in actual operation it be found that an extension up to thirteen hours is necessary to deal with excessive traffic, the shift may be so extended on payment of double ordinary rates for all time in excess of five minutes worked over twelve hours with a minimum of one hour. In case of accident, breakdowns, or repairs to track, this overtime rate shall not apply.

(f.) All time worked in excess of 44 hours in any one week shall be paid for at the rate of time and a quarter, provided that time on which overtime rates as per subclauses (b), (c), (d), and (e) is payable will not be subject to the extra rate provided for in this subclause.

(g.) Motormen and conductors when required to work special passenger cars between the hours of midnight and 5 a.m. shall be paid a minimum of two hours' pay at double time rates, the time worked not to be included in the week's work of 44 hours.

(h.) Motormen and conductors continuously employed on night shift and commencing duty after 10 p.m. shall

be paid one shilling per shift in addition to the rates paid for the class of work performed.

7. *Meal Relief.*

(a.) Motormen and conductors shall not work longer than five hours fifteen minutes between meal relief.

(b.) Motormen and conductors when relieved at the Car Barn shall have a minimum of forty-five minutes for meal relief, but if relieved elsewhere the minimum relief shall be one hour.

Boiling water shall be provided by the Commissioner at the Car Barn during meal relief.

8. *Duty Rosters.*

(a.) Rosters shall be posted on Friday before noon showing the shifts of motormen and conductors for the following week's work, provided always that such roster may be suspended or varied in the case of sickness, or on holidays and special occasions caused by abnormal circumstances and conditions.

(b.) A list showing alteration to rostered shifts for the following day shall be posted at Head Office and Car Barn not later than noon each day. Should further alterations be necessary, the worker concerned shall be personally notified.

(c.) Motormen and conductors may be called upon to do car body cleaning or other work in the Car Barn.

(d.) Rostered shifts shall be made to rotate as far as practicable.

(e.) Motormen and conductors shall be signed on and off duty at the car barn, or at such other places as may be appointed after agreement between the parties.

(f.) Motormen and conductors shall not be booked up for duty until they have 12 hours off duty, except where necessary to facilitate the rotation of shifts or on day following a public holiday, provided that in all cases there shall be a minimum of eight hours off duty. The change of shifts shall take place either on Sunday or Monday. A motorman or conductor, who under the provisions of Clause 4 (a) has worked on his day off shall not be brought on duty again without 12 hours' rest.

(g) Motormen and conductors required for Sunday work shall be rostered in rotation.

(h.) Workers may, on obtaining approval from the officer-in-charge, exchange shifts or days off, provided there is no gain or loss to the Department.

(i.) All ordinary and holiday duty rosters may be inspected by the Union officials before becoming operative to ensure that such rosters are framed in compliance with the terms of this Award.

(j.) Motormen and conductors arriving late for duty shall report to the inspector on duty who shall instruct whether they will be required or not. If detained for duty the worker shall be allowed at the first opportunity to take up his rostered shift, the time actually lost to be deducted from the day's minimum. Should a shift other than the worker's rostered shift be worked, the minimum of such shift shall apply.

9. *Holiday Roster.*

(a.) Motormen and conductors shall ballot for order in which their annual leave is to be taken out.

(b.) A monthly holiday roster shall be posted seven days prior to the commencement of each month showing the approximate dates on which workers shall be booked off on holiday leave.

(c.) Except at his own request no worker shall be booked off on leave without two days' notice.

10. *Allowances.*

(a.) Motormen and conductors shall be granted an allowance of 10 minutes when first signing on duty and a similar allowance when finally signing off duty, such time allowances shall not be included in the spread of shift. These allowances shall apply irrespective of the point at which motormen and conductors commence or cease duty, and shall count as portion of the week's work.

(b.) Motormen when working one man cars shall be paid one shilling per shift in addition to their ordinary wage irrespective of whether they work a full shift or not.

(c.) Motormen or conductors instructed to attend head office or elsewhere on the Department's business or to answer complaints, or supply information at times other than when on duty, shall be paid for such attendance at ordinary rates, with a minimum of one hour, such time to stand alone; except where the worker is called upon to give explanation in case of misconduct or carelessness, or where incomplete reports have been submitted.

11. *Shortages.*

A list of shortages shall be posted at the Car Barn. Conductors with shortages posted against them shall be allowed to check their revenue and running journals and, if desired, any previous revenue and running journals of the same series. All shortages to be paid by the conductor.

12. *Uniforms.*

(a.) The following uniforms shall be supplied to motormen and conductors after three months' service:—

One cap, one winter and one summer suit annually;
One waterproof cap cover every three years.
One overcoat every four years.

(b.) As far as practicable winter uniforms shall be delivered in April and summer uniforms in October of each year.

PART 3.—CAR BARN SECTION.

13. *Hours of Duty.*

(a.) Forty-four hours shall constitute a week's work.

(b.) For other than shift workers the ordinary working hours shall be:—

Mondays to Fridays—8.15 a.m. to 5 p.m. (with 45 minutes for meal).
Saturdays—7.45 a.m. to 11.45 a.m.

(c.) Where shifts are worked the same shall rotate as far as practicable.

(d.) Workers continuously employed on night shift and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

(e.) Workers shall start and finish their day's work at the car barn.

14. *Overtime and Sunday Time.*

Overtime outside the usual working hours shall be paid for as under:—

(a) First two hours, time and a-quarter, next two hours time and a-half, thereafter double time.

(b.) Sunday time shall be paid for at the rate of time and and a-half for the first two hours, and double time thereafter.

(c.) Any worker brought on for duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work, exclusive of meal times, is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

15. *Uniforms.*

Oilskin coats and sou'westers are to be kept available at the car barn for the use of workers in breakdowns. Pitmen shall be supplied with two suits of overalls annually.

PART 4.—TRACK SECTION.

16. *Hours of Duty.*

(a.) Forty-four hours shall constitute a week's work.

(b.) The ordinary working hours shall be:—

Mondays to Fridays—8 a.m. to 5 p.m. (with one hour for meal).

Saturdays—7.30 a.m. to 11.30 a.m.

(c.) Except as provided in Subclause (d) workers when on night shift which does not follow on day shift shall be paid time and a quarter rates.

(d.) Workers on night shift for a full week or over and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

17. *Overtime and Sunday Time.*

Overtime outside the usual working hours shall be paid for as under:—

(a) First two hours time and a quarter, next two hours time and a half, thereafter double time.

(b) Sunday time shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.

(c) Any worker brought on for duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours provided such work, exclusive of his meal times, is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

18. *Depots.*

(a.) Workers shall start and finish their day's work at the Depot.

(b.) "Depot" shall mean for workers engaged on tramway construction work, the nearest point on an existing tramway line to such work.

(c.) "Depot" shall mean for track repairers the point at which a worker is instructed to commence work. Such point shall be within the limit of the city boundary as under:—

1. East—Bay Street.
2. West—Thomas Street.
3. North—Vincent Street or Loftus Street.
4. South—Esplanade.

The Permanent Way Depot at East Perth shall be deemed to be within the above limits.

(d.) All time taken up in travelling outside the specified limits shall be included in the forty-four hours' work for the week.

19. *Uniforms.*

Track hands shall be supplied with oilskin coats and sou'westers every two years.

PART 5.—ELECTRICAL SECTION.

20. *Hours of Duty.*

(a.) Forty-four hours shall constitute a week's work.

(b.) For other than shift workers the ordinary working hours shall be:—

Mondays to Fridays—8 a.m. to 5 p.m. (with one hour for meal).

Saturdays—7.30 a.m. to 11.30 a.m.

(c.) Where shifts are worked the same shall rotate as far as practicable. This sub-clause shall not apply to linemen in charge of horse-driven or power-driven wagons.

(d.) Except as provided for in Sub-clause (e) workers shall, when on night shift which does not follow on day shift, be paid time and a quarter rates.

(e.) Workers continuously employed on night shift for a full week or over and commencing duty after 10 p.m. shall be paid one shilling per shift in addition to the rates paid for the class of work performed.

21. *Overtime and Sunday Time.*

Overtime outside the usual working hours shall be paid for as under:—

(a) First two hours time and a quarter, next two hours time and a half, thereafter double time.

(b) Sunday time shall be paid for at the rate of time and a half for the first two hours, and double time thereafter.

(c) Any worker brought on for duty for any purpose outside his ordinary working hours shall be paid a minimum of two hours, provided such work, exclusive of meal time, is not continuous with his shift, and provided that the worker shall not be obliged to work for the two hours if the job for which he has been brought on has been completed in less time.

22. *Depots.*

(a.) Workers shall start and finish their day's work at the Depot.

(b.) "Depot" shall mean, for workers engaged on transmission lines, the Perth Central Railway Station or Car Barn. All time taken up in travelling outside the specified limits shall be included in the forty-four hours' work for the week.

23. *Lineman's Assistant.*

(a.) No lineman shall go out with the tower wagon, except in cases of urgency, without an assistant.

Linemen engaged on distribution or transmission lines shall not work on live wires without an assistant unless such wires are:—

(a) House service connections.

(b) Lines on ground and dangerous to public.

(b.) Labourers employed on transmission work shall be paid as linemen's assistants.

24. *Uniforms.*

Linemen shall be supplied with oilskin coats and sou'westers every two years.

Rubber gloves shall be included in equipment of tower wagon.

Each ganger in charge of linemen shall be supplied with rubber gloves and rubber sheeting sufficient to meet requirements.

PART 6.—GENERAL.

25. *Guaranteed Week.*

The Comissioner shall guarantee to each worker, other than a casual, a full week's work, except during such period as by reason of any action on the part of any section of his employees, or for any other cause beyond his control, he is unable to wholly or partially carry on the running of the trams.

The guaranteed period may be reduced as follows:—

(i.) In respect of any worker under suspension. Provided that any worker suspended on a charge which is not sustained, shall be entitled to the benefit of the guarantee during the period of his suspension.

(ii.) In respect of any day when as the result of a vote of the workers concerned, taken with the consent of the Commissioner, or by agreement between the Union and the Commissioner, a holiday is taken.

26. *Payment of Wages.*

All wages shall be paid weekly.

27. *Maximum Overtime payment.*

Double time shall be the maximum for ordinary overtime payable under any of the provisions of this Award.

28. *Mixed Functions.*

(a.) Any worker called upon to perform work carrying a higher minimum than his regular pay for one hour in any day shall be paid such higher minimum for the whole of that day.

Provided that acting time less than one hour in any one shift shall not be counted.

(b.) Should any worker be required to perform work in a lower grade for any portion of a day, his wage shall not be reduced whilst employed in such capacity for that day.

29. *Promotion.*

Promotion shall be made on capability, suitability, seniority, and record. Due notice shall be posted at the car barn of any position becoming vacant in tramway employment. Every consideration shall be given, all things being equal, to members of the Union.

30. *No New Designation.*

No new designation shall be introduced during the currency of this Award so as to reduce the status of any worker covered thereby.

31. *Holidays.*

The following days shall be observed as holidays, and all workers, other than casuals, shall be paid for such days:—

(a) Good Friday, Anzac Day, Labour Day, Christmas Day.

(b) Should one of the holidays mentioned occur during the time the worker is on annual leave, a day will be added to his annual leave.

If a worker is off duty sick or on leave without pay and any of the special days mentioned fall within the first two months of his absence, he shall be paid for such day.

All workers, including casuals, called up for duty, and working on these days, shall be paid at the rate of time and a half with a minimum of seven hours' work.

(c) Easter Monday, Boxing Day, New Year's Day.

All workers, including casuals, called up for duty and working on these days shall be paid at the rate of double time with a minimum of seven hours' work.

32. *Annual Leave.*

After twelve months' continuous service in the employ of the Commissioner, all workers, other than casuals, shall be allowed two weeks' leave, of which 12 days shall be paid for at the ordinary rate of 88 hours. The nightwatchman shall be allowed three weeks' leave.

(b.) All workers, other than casuals, after six months' continuous service, shall be entitled to the holidays set out in the preceding sub-clause, in proportion as the length of service is to the full number of holidays for the twelve months.

(c.) Holidays may, subject to the approval of the Commissioner, be allowed to accumulate for two years.

33. *Absence through Sickness.*

No deduction shall be made from annual holidays for the period any worker is off duty through sickness, unless the absence exceeds three calendar months. Any worker losing time through sickness shall be reduced in wages only to the extent of the time actually lost through such sickness.

34. *Free Transit on Cars.*

All workers, other than casuals on construction or reconstruction work, shall be allowed to travel free on cars

35. *Charges against Employees.*

(a.) Any charge brought against a worker by an officer of the department, shall be made within fourteen days of the officer's first knowledge of the occurrence.

(b.) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer in charge.

(c.) When a worker has made a statement to an officer in charge, and which statement such officer has taken down in writing, the worker shall be either furnished with a copy of such statement or allowed to take a copy of it.

(d.) Where a charge involving dismissal is made against a motorman or conductor who has not the right to approach the Appeal Board constituted under Railway Act, 1904, an inquiry shall, if the worker so desires, be held by the General Manager or officer appointed by him.

The worker concerned shall be supplied with a copy of the charge at least 24 hours prior to holding of inquiry.

An officer of the Union may attend the inquiry and represent the worker, and shall be entitled to call evidence on his behalf.

(e.) Any worker against whom a charge is made shall be supplied with a copy of same, and the name of person making the said charge.

(f.) If a final decision in any case where the charge has been made against a worker be not given within three calendar months of the occurrence of the offence, the charge shall lapse.

36. *Records.*

The Secretary of the Union shall be entitled at all reasonable times to inspect the Commissioner's records of the hours worked by, and of the amounts paid to the various workers covered by this Award.

37. *Under-rate Workers.*

A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate, which shall be agreed upon in writing between the worker and the Secretary for the worker's Union. If within seven days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said Secretary and the worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage. The worker shall give such Secretary two days' notice in writing of his intention to apply to the magistrate, and the said Secretary, or his agent, may attend and oppose the application. The magistrate may fix the rate of wage, and his decision shall be final. Any worker whose wage shall have been so fixed may work for and be employed by an employer for such wage for the period of six calendar months thereafter, and after the expiration of the said period, until fourteen days' notice in writing shall have been given him by the Secretary of the Union requiring his wage to be again fixed in the manner prescribed by this clause.

38. *Area and Scope.*

This Award shall apply to workers described herein employed by the Commissioner of Railways:—

(a) Within the radius of six miles from the Perth Town Hall under the powers conferred upon him by "The Government Tramways Act, 1912."

(b) Within a radius of 25 miles from the Perth Town Hall under the powers conferred upon him by "The Government Electric Works Act, 1914."

39. *Existing Conditions.*

Existing privileges applying to members of the Union shall not be altered as the result of this Award in so far as they affect:—

(i.) Transport of workers by special cars already in operation.

(ii.) Railway excursion fares to workers and their families when on annual leave.

40. *Contract of Service.*

(a.) Except in the case of workers entitled to the benefit of Sub-clause (c) and of apprentices, the contract of hiring shall be deemed to be by the day, and when the services of such workers are terminated, wages shall be paid accordingly.

(b.) Workers discharged for misconduct shall not be entitled to the benefit of Sub-clause (c) hereof.

(c.) No worker after six months' continuous service shall leave the department until the expiration of fourteen days' written notice of his intention so to do without the approval of the Commissioner. Fourteen days' written notice shall be given by the Commissioner to any such worker whose services are no longer required, and the reasons for dismissal shall be given.

41. *Wages.*

Basic Wage: £4 5s.

The minimum rate of wages per week shall be:—

	Margin.		Total.		
(a.) Adults:	s.	d.	£	s.	d.
Conductors, during first six months	2	0	4	7	0
Conductors, after six months ..	12	0	4	17	0
Motorman	12	0	4	17	0
Car starter	15	0	5	0	0
Track repairer	6	0	4	11	0
Controller attendant	12	0	4	17	0
Track construction ganger ..	37	0	6	2	0
Track maintenance ganger ..	25	0	5	10	0
Tool sharpener	10	0	4	15	0
Fettler	6	0	4	11	0
Platelayer	10	0	4	15	0
Pitman or examiner (including brake hand)	12	0	4	17	0
Storeman	18	0	5	3	0
Point adjuster and/or repairer ..	15	0	5	0	0
Point oiler and cleaner	..		4	5	0
Lineman	18	0	5	3	0
Lineman's assistant	7	0	4	12	0
Meter reader	18	0	5	3	0
Motor car and lorry drivers:					
Not exceeding 25 cwt.	13	0	4	18	0
Exceeding 25 cwt. up to 5 tons capacity	15	6	5	0	6
Timekeeper	12	0	4	17	0
Chainman	13	0	4	18	0
Cable jointer	35	0	6	0	0
Watchman (per week of 7 days) ..	17	0	5	2	0
Tradesman's labourer	6	0	4	11	0
Labourer	..		4	5	0
Carbuilder	24	0	5	9	0
Painter	24	0	5	9	0
Painter's assistant	6	0	4	11	0
Carpenter	24	0	5	9	0

(b.) Juniors:	£	s.	d.	Per cent. of base.
Between 14 and 15 years of age ..	0	17	0	20
Between 15 and 16 years of age ..	1	5	6	30
Between 16 and 17 years of age ..	1	14	0	40
Between 17 and 18 years of age ..	2	2	6	50
Between 18 and 19 years of age ..	2	11	0	60
Between 19 and 20 years of age ..	2	19	6	70
Between 20 and 21 years of age ..	3	12	3	85
(c.) Apprentices:				
First year	0	17	0	20
Second year	1	5	6	30
Third year	1	18	3	45
Fourth year	2	15	3	65
Fifth year	3	12	3	85

Leading Hand shall be paid at the rate of 10s. per week above the minimum.

Leading Hand Tradesman shall be paid 15s. per week above the minimum of their respective trades.

Casual Workers shall receive one shilling per day above the minimum. Casual workers reporting for duty and not required shall be granted an allowance of two hours' pay at ordinary rates.

Any worker employed on concrete work shall be paid one shilling per day in addition to his ordinary wage.

Labourers employed as tar hands shall be paid one shilling per day above the minimum.

Wet pay.—All workers working in water over their ankles shall be paid one shilling per day in addition to their ordinary wage.

The worker using the Pneumatic Beater and Packer shall be allowed one shilling per day in addition to the minimum rate.

A student when engaged learning the duties of a conductor shall be paid half-wages, provided that he continues as a student for at least six days.

Workers whose contract of hiring is on a daily base shall be paid *pro rata* to the rates hereinbefore set forth.

42. *Tradesmen's Section.*

Except as hereinafter set forth the provisions relating to hours of duty, overtime, and other conditions shall be the same as are set forth under the heading of the Car Barn section:—

(a) Overtime: When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

(b) General:

(i.) Carbuilders shall be allowed one shilling per week tool allowance in addition to the ordinary rates, and apprentices in their last three years shall be allowed ninepence per week. Tool allowance shall not be paid when a worker is absent on extended, annual, or sick leave.

(ii.) Painters when using Taxite or Paint Remover shall be provided with rubber gloves, and in addition with goggles, when working on ceilings.

In witness whereof this Award has been signed by the President of the Court, and the Seal of the Court has been hereto affixed this 24th day of December, 1926.

[SEAL.] WALTER DWYER,
President.

AMENDMENT OF AWARD—DOCK, RIVER AND HARBOUR WORKS.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 513 of 1926.

In the matter of an Award made on the 26th day of September, 1923, between the Minister for Works, Colonial Secretary as Minister for State Steamship Service, and Fremantle Harbour Trust, and the Coastal Dock, River, and Harbour Works Union of Workers and in the matter of an Application by the abovenamed Union for the Court to amend the said Award.

UPON hearing the application of Mr. E. H. Gray on behalf of the applicant Union, and by consent, and in pursuance of the powers contained in Section 90 of "The Industrial Arbitration Act, 1912-1925," and of Clause 19 of Award No. 26 of 1922, the Court doth hereby order that the said Award be and the same is hereby amended in the terms of the annexed schedule.

Dated this 10th day of December, 1926.

By the Court,

[SEAL.] WALTER DWYER, President.

DOCK, RIVER AND HARBOUR WORKS.

AN Agreement made this sixth day of March, 1926, between the Minister for Works, Chief Secretary (as Minister for the State Steamship Service), and the Fremantle Harbour Trust of the one part, and the Coastal Dock, River and Harbour Works Union of Workers of the other part.

Whereas an Award of the Arbitration Court of Western Australia was made on the 26th day of September, 1923, and numbered 26 of 1922, and it has been mutually agreed to vary the terms of the said Award as hereinafter expressed.

IT IS HEREBY AGREED BETWEEN THE PARTIES:—

(Except where otherwise stated the amendments hereunder shall have effect from 26th September, 1924.)

Clause 2. Hours of Duty.

Delete Clause 2 and insert in lieu thereof the following:—

"44 hours shall represent a week's work. The ordinary working hours shall not exceed eight hours on the first five days of the week and four hours on Saturdays." (Operates as from 2nd July, 1924.)

Watchmen's hours shall be regulated in accordance with present practice.

Clause 3. Overtime.

Delete Subclause (a) and insert in lieu thereof the following:—

"All time worked outside of or in excess of the usual hours shall be paid for the first four hours after the usual stopping time, time and a-half, and thereafter double time, provided that employees called to start work within an hour and a-half of the usual starting time shall be paid at the rate of time and a-half until the usual starting time."

Delete Subclause (b) and insert in lieu thereof the following:—

"If the Minister requires an employee to work on Sundays, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and New Year's Day, he shall be paid at double time, except in the case of watchmen, who shall take such days as ordinary days.

Provided that it may be mutually agreed between the union and the employer that any worker may work at ordinary rates on any or all of the days above specified to facilitate arrangement under Clause 4 (a)."

Clause 4. Holidays.

Delete Subclause (a) and insert in lieu thereof the following:—

"Twelve paid holidays per annum will be granted all employees, provided always that the following days: Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, and New Year's Day, shall be taken as they come as portion of the holidays; the balance of six days to be granted as annual leave at the convenience of the Department. Payment for holidays shall be made in accordance with the usual hours of work."

Delete Subclause (b) and insert in lieu thereof the following:—

"Every worker after one month's continuous service shall be entitled to holidays in proportion as the length of service is to the full number of holidays for the 12 months."

Add a new Subclause (c) as follows:—

(1.) "Approved periods of absence owing to sickness shall not be considered breaks in continuity of service, but such periods shall not qualify for holidays.

(2) Approved periods of absence from work through accident sustained in the course of the Department's employment, up to a maximum of one month in any one period, shall not break continuity of service for the purpose of computing holidays. For approved periods of absence exceeding one month the provisions of Subclause (c) (i) shall apply."

Add a new Subclause (d) as follows:—

"Holiday pay shall be at the rate the worker is in receipt of at or immediately prior to the holiday being taken."

Clause 5. Travelling Time.

Delete the clause and insert in lieu thereof the following:—

"Travelling time shall be paid at ordinary rates at place of departure with a maximum of a day's pay when travelling by boat or in a sleeper. When travelling by night without a sleeper, the worker shall be entitled to receive an extra day's pay for such travelling. No time to be lost for travelling."

Add a new Subclause (c) as follows:—

"When an employee leaves his employment before the usual pay day he shall, on giving notice of his intention to leave not later than starting time, be paid his full wages on the day he leaves."

(Operates from date of this Agreement.)

Clause 9. Away from Home Allowance.

Delete the clause and insert in lieu thereof:—

"When an employee is instructed to proceed on duty from the place where he is then or is usually employed to any place where he cannot return to his own abode at night, the employer shall pay all fares and an allowance of 6s. for each 24 hours, or reasonable expenses, or provide board and lodging."

Clause 11. Special Places.

Add the following to Clause 11:—

"Special Places" shall include:—

(a) Chipping work done inside the Tar Pot used for dipping piles.

(b) Work done in closed or confined hoppers on bucket dredges.

Clause 13. Meal Hours.

Delete Subclause (c).

Clause 16. Rates of Pay.

The minimum rates of pay in lieu of those prescribed in Clause 16 shall as from the 1st October, 1925, be as follows:—

	£	s.	d.
Pile Driving:			
Man in charge	5	1	4
Topman	4	12	4
Machine man	4	9	4
Casing Driving:			
Leading hand	4	15	4
Assistants	4	9	4
Drilling and Blasting Plant:			
Leading hand	5	7	4
Machine man	4	12	4
Drill attendants	4	6	4
Foreman	6	5	4
Quarry Works:			
Loaders	4	18	4
Slingers and hookman	4	18	4
Machine men	4	15	4
Other workers	4	9	4
Jumperman	4	15	4
Nippers—Under age of 16	2	11	6
16 to 17 years of age	2	17	3
18 years and over	3	2	10
Watchmen (7 days a week)	4	16	8
Survey Hands:			
Chainman	4	9	4
Bookman	4	12	4
Leadsman	4	12	4
Other workers (namely boatmen)	4	6	4
Coal Handling (Harbour Trust): Shovellers, 2s. per hour.			
Miscellaneous:			
Boatmen	4	6	4
Concrete men, mixing concrete by hand	4	9	4
Cleaning, chipping, scraping, cementing, applying asbestos canvassing steam-pipe coating with paint, tar oils, compositions, limewash, cement wash, boiler-scaling in or about special places as defined in Clause 12	5	1	4
Diver's air pumper	4	6	4
Fuelman (leading hand)	4	15	4
Fuelman (ordinary)	4	9	4
Ganger in charge of less than 8 men	5	1	4
Ganger in charge of 8 men and over	5	7	4
Junior Workers:			
Boys up to 16 years	1	4	6
Boys up to 17 years	1	9	0
Boys up to 18 years	2	0	0
Boys up to 19 years	2	7	6
Boys up to 20 years	2	18	6
Boys up to 21 years	3	9	6
Labourer (tradesmen's)	4	6	4
Lavatory attendant	4	9	4
Labourer (general)	4	3	4
Men assisting shipwright on slipway	4	6	4
Men working with hot tar	4	9	4
Magazine hands	4	9	4
Platelaying ganger	5	13	4
Puntmen (in charge of punt)	4	9	4
Platelayer (leading hand)	5	1	4
Platelayer (ordinary)	4	9	4
Powder monkey	5	1	4
Powder monkey (assistant)	4	9	4
Rigger (ship's).—Where a rigger on shore performs duties and carries out responsibilities of a "rigger" on ships, he shall be paid the rate prescribed for a "rigger (ship's)"	5	7	4
Repairer (leading hand, Railway lines) when employed in laying more than two abutting rails and repairing a set or any rail or rails in connection with a set of points, platelayer's rate shall be paid	4	9	4
Slip cradleman	4	9	4
Spraying or spreading hot tar	4	12	4
Storeman	4	9	4
Tar tank attendant. (Where more than one worker is employed doing the same kind of work they shall be paid the rate prescribed for a tar tank attendant)	4	15	4
Wire splicer	4	15	4

Add to the Wages Schedule the following (to operate as from the 1st October, 1925):—

	Per week.
Concrete Pile Driving Plant:	
Man in charge	107s. 4d.
Topman	98s. 4d.
Machine man	95s. 4d.
Concrete Pile Construction:	
Pile reinforcement assemblers	89s. 4d.
Concrete machine man	89s. 4d.
Man doing concrete mixing by hand	89s. 4d.
Fitter's assistant and feeder of concrete machine	92s. 4d.
Mould assemblers	89s. 4d.
Slingers and hookers in pile yard	86s. 4d.
(Efficient means shall be employed to protect the eyes of workers employed in pile reinforcement assembling.)	
Men employed hand ramming hot bitumastic macadam	102s. 4d.

It is also agreed:—

(a) That the rate of pay is fixed on a weekly basis subject to the following condition, namely: That if in the case of any employee for any reason whatever during any portion of the working hours of any week no work is available or performed, the employee will only be paid for the time actually worked at the rate of pay as above prescribed (per week of 44 hours) apportioned to the time actually worked during the week; and

(b) That notwithstanding the rate of pay is fixed on a weekly basis, there shall be no obligation on the part of the Minister or the employee to give a week's or any other notice to determine the employment, the position being in this respect the same as if the employee were employed at an hourly wage.

(c) Paragraphs (a) and (b) are in conformity with existing practice which will continue and be observed.

It is further agreed:—

That the wages referred to herein shall operate until the 26th September, 1926, subject to the proviso that should the Arbitration Court issue a statutory basic wage declaration in the meantime, the wages set out in this Agreement shall be automatically adjusted in accordance with such declaration.

Broken Time.

Add a new clause to stand as Clause 20 as follows:—

Should any employee not be notified before leaving work that his services will not be required next day, he shall be paid for that day if he duly presents himself for work at the appointed time; unless he cannot be employed on account of causes beyond the control of the management, in which case he shall be notified of the cause why he cannot be employed and shall be entitled to two hours' pay.

Add a new clause to stand as Clause 21 as follows:—

Rocky Bay Quarry—Walking Time.

Owing to the remote location of the Rocky Bay Quarry and the fact that the quarry does not work continuously, workers employed at the quarry who walk from the nearest train or railway station shall be allowed, as a special allowance, half an hour per day.

Add a new clause to stand as Clause 22 as follows:—

Geraldton Breakwater—Walking Time.

Men working on the Breakwater at Geraldton shall be allowed walking time one way only at the rate of 20 minutes to the mile from the shore end of the Viaduct to wherever they may be required to work. (This clause shall operate as from 3rd October, 1924.)

Term.—This Agreement shall operate from the date thereof until the 26th day of September, 1926.

Board of Reference.—Add a new clause to stand as Clause 23, incorporating the provisions of Industrial Agreement No. 24 of 1924.

Application to Court.—It is hereby further agreed between the parties hereto that as soon as practicable application will be made by the Union to the Court to vary the aforementioned Award in accordance with the terms of this Agreement, and the parties hereto will consent to such variation.

Signed by the said Minister for Works,—
ALEX. McCALLUM.
Witness: W. S. Andrew.

Signed by the said Chief Secretary as Minister for the State Shipping Service,—
J. M. DREW.
Witness: G. Wilson.

Signed on behalf of the Fremantle Harbour Trust,—
TOM CARTER.
J. H. G. TAYLOR.
Witness: F. Stevens.

Signed on behalf of the said Union,—
A. H. MITCHELL,
President.
Witness: C. M. Sullivan.

APPLICATIONS FOR INTERPRETATIONS.

Award No. 10 of 1923.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 422 of 1926; File 3246.

Before Mr. Justice Dwyer (President), Messrs. W. Somerville and O. L. Bloxsome.

Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers (Applicant), and Metropolitan Ironmasters' Industrial Union of Employers (Respondent).

The following question was submitted for the interpretation of the Court:—

"What was the true intent and meaning of Clause 19 (k) of Award No. 10 of 1923? Was it the intention of the Court to provide attendance at the Technical School in working hours if classes were available?"

No. 316 of 1926; File 3132.

The Metropolitan Ironmasters' Industrial Union of Employers (Applicant), and The Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers (Respondent).

The following question was submitted for the interpretation of the Court:—

"Do the provisions of Clauses 5 and 7 of Award No. 10 of 1923 apply to workers engaged under the terms of Clause 19 (Apprentices)?"

20th October and 19th November, 1926.

Mr. L. L. Carter appeared for the Metropolitan Ironmasters' Industrial Union of Employers.

Mr. H. V. Symons appeared for the Amalgamated Society of Engineers' Industrial Association of Workers.

Reserved Decision.

25th November, 1926.

The PRESIDENT: The Court is faced with the duty of interpreting three specific portions of the award delivered some time ago.

The first application for interpretation I have before me is No. 422/26. The question raised is in reference to Clause 19 (k) of the award: "Was it the intention of the Court to provide attendance at the Technical School in working hours if classes were available?"

The award provides: "Every apprentice shall be bound to attend such classes" (that means classes of instruction) "at the Technical School as are provided for his trade, for a period of four hours each week." That is the material portion of the clause. That imposes an obligation on the apprentice to attend classes at the Technical School for four hours a week. It also imposes an obligation on the employer to permit such attendance, when permission is necessary. Now, there are three points of view from which they may be looked at. The first is this: assuming the classes are held only during working hours, then, since the apprentice is obliged to attend them and the employer is bound, impliedly, to permit his attendance, the attendance in that case would be during working hours and the apprentice would not, in fact, lose any pay for the attendance there. If there are classes at night time, outside of working hours, the apprentice is still obliged to attend, but of course no permission is required from the employer, because the working hours are finished. The obligation to attend, however, still remains on the apprentice.

The third position would be this: assuming that classes are provided both in working hours and outside of working hours, then all the award says is that the apprentice shall attend. Consequently, here there is no obligation on the employer to give special permission to attend, because the apprentice can comply with the provisions of the award by attending after working hours. The answer to the specific question put is, first, that the Court does not "provide attendance," but the Court has placed on the apprentice the obligation to attend, and if classes are available only in working hours, the employer has to permit the apprentice to attend, but not otherwise.

The next application is No. 316/26, in regard to Clauses 5 and 7 of the award. The question put to the Court is, "Do the provisions of the above-named clauses (5 and 7) apply to workers engaged under the terms of Clause 19 (apprentices)?" That is, put in other words, do the provisions of Clauses 5 and 7 apply to apprentices? Clause 5 provides: "Each worker, other than a casual worker, shall be entitled to 12 days annual leave," and then the clause goes on to provide that if certain days are not worked upon no pay shall

be given. "Worker" includes an apprentice under and by virtue of the Act. The heading of the clause is "Holidays." Mr. Symons admits that apprentices are entitled to those holidays under the first part of the clause. If that is the case, Mr. Symons also admits that it would apply to the whole of the clause. Consequently, if the apprentice gets holidays under the first portion of Clause 5 he will be under a corresponding disability under the second portion of the clause because the word "worker" means the same throughout the clause. The apprentice is entitled to the holidays, but he has to share in the disability mentioned in the latter portion of the clause as regards certain days. If those days are not worked upon his pay may be deducted.

With regard to Clause 7, the heading of that clause is "Weekly hiring." The heading is clearly an indication of what the Court means to be included under the clause. The apprentice is not a worker subject to a weekly hiring. The Court, when it put this heading to that clause, meant, "as regards persons who are subject to a weekly hiring, the following provisions apply." The apprentice not being a person subject to a weekly hiring, the provisions of Clause 7 therefore do not apply to him.

Mr. SOMERVILLE: I agree with the interpretation as announced by His Honour in the three cases. With regard to the obligation of the apprentice to attend these classes, I would like to direct the attention of unionists generally to Clause 126, Subclause (3), paragraph (a) of the last Act. It appears to me on examination to be not nearly so definite or satisfactory as the unions generally are inclined to think. The wording of it is, "that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours." I think the union will agree with me when they read that last paragraph, "except in places when such instruction is given after the ordinary working hours," that the Act does not carry the matter much further than the last engineers' award.

Mr. BLOXSOME: I agree with the decision as enunciated by His Honour the President. It is clear to me that an apprentice is not included in Clause 7, although he must be included in Clause 5. Clause 7 deals distinctly with those workers who are on weekly engagement. It is quite clear from the clause, especially subclause (b), where it is distinctly stated "but if a weekly worker absents himself from duty without reasonable cause, etc., that that cannot possibly apply to an apprentice. The question of course arises as to whether subclause (c) shall apply to the apprentice; but taking the ordinary rules of construction, if an apprentice is excluded from one portion of a clause it must follow that he is excluded from the others, and I agree that an apprentice does not come under Clause 7, but does come under Clause 5.

I also agree with the interpretation His Honour has given with regard to the attendance of apprentices at the Technical School.

APPLICATION FOR CONSENT TO CHANGE NAME.

On the 20th October, 1926, the Western Australian Barmaids and Barmen's Union of Workers applied to the Court for consent to change the name of the Union to the "Western Australian Barmaids and Barmen and Hotel Employees' Union of Workers."

Mr. E. W. Walsh appeared for the applicant.

Mr. Ryce, Secretary of the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Union of Workers objected to the granting of the application on the grounds that it was an attempt to make provision for persons already organised in a given locality.

On the 26th November the Court delivered its reserved decision as follows:—

The PRESIDENT: This application by the Barmaids and Barmen's Union of Workers to change its name is refused. In order that the change might be made in accordance with the request, it would involve a change in the constitution of the union; and it was thought by the Court that if there was any change to be made at all, the constitution itself should be the first thing to be approached in the matter.

COMPULSORY CONFERENCES.

Compulsory conferences were summoned to deal with industrial disputes that arose between the parties specified:—

Parties and Remarks.

Metters Limited and Federated Moulders (Metals) Industrial Union of Workers—Dispute settled.

Metropolitan Master Printers and Allied Trades Union of Employers and W.A. Branch Printing Industry Employees' Union of Australia Industrial Union of Workers—Dispute settled.

Hon. Minister for Public Works and Geraldton Lumpers' Union of Workers—No agreement arrived at; dispute referred into Court.

G. E. Hollingsworth and James Glowery and The Western Australian Barmaids and Barmen's Union of Workers, Perth—Settlement left to Court to issue an award.

Hon. Minister for Water Supply and Government and Eastern Goldfields Water, Sewerage and Drainage Employees' Union of Workers—Dispute settled.

Boards of Reference.

Decision of Board of Reference appointed to deal with the dispute between the Commissioner of Railways and the W.A. Amalgamated Society of Railway Employees' Union of Workers in connection wtih the handling and/or conveyance of sulphur.

RAILWAYS.

No. 4 of 1926; File 2814.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

In the matter of Section 87 of "The Industrial Arbitration Act, 1912-1925; and in the matter of an Award made by the said Court on the 8th day of May, 1922, and numbered 8 of 1921; and in the matter of a dispute relative to the rates of pay and conditions of employment of Shunters and certain other workers when engaged in the handling and/or conveyance of sulphur on the Railways between ship-side at the Fremantle Wharf and Superphosphate Works.

Determination of Board.

The Board of Reference constituted herein having viewed the operation of loading and conveying sulphur at the ship's side on the Fremantle Wharf by the Railways, and heard the argument of the parties, doth hereby issue the following determination, viz.—

1. There shall be paid to workers employed by the Commissioner of Railways in handling or conveying bulk sulphur from the ship's side to the Superphosphate Works, an allowance of one shilling per day in addition to their ordinary rates of wages.

This allowance shall apply to—

(a) Men who shunt the ship.
(b) Checkers.
(c) Men who "set up" or pull the ship.
(d) Men who shunt the ship while sulphur discharging is actually going on.
(e) Men who take rakes of sulphur-laden trucks to Mt. Lyell Works.

3. This allowance shall apply as from the date hereof.

Dated at Perth this 22nd day of November, 1926.

FRANK WALSH,
Chairman.

PRINTING TRADES.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 530 of 1926.

In the matter of Section 87 of the "Industrial Arbitration Act, 1912-1925; and in the matter of Awards Nos. 18 and 19 of 1922, between the Western Australian Branch of the Printing Industry Employees' Union of Australia Industrial Union of Workers and the Metropolitan Master Printers' and Allied Trades Union of Employers; and in the matter of an application for a Board of Reference.

Upon hearing the joint application of the parties to the above board and upon hearing Mr. F. G. Saunders on behalf of the Western Australian Branch of the Printing Industry Employees' Union of Australia Industrial Union of Workers, and Mr. Ernest E. Jarvis on behalf of the Metropolitan Master Printers' and Allied Trades Union of Employers, and by consent it is hereby ordered that a Board of Reference be constituted to consist of the Chairman and six other members, three to be nominated by the Western Australian Branch of the Printing Industry Employees' Union of Australia Industrial Union of Workers and three to be nominated by the Metropolitan Master Printers and Allied Trades Union of Employers. The functions of the said Board shall be as follows:—

1. To advise the Court as regards Apprenticeship matters in the Printing Industry within the area covered by the Award and in particular on the following heads:—

(a) The appointment or re-appointment of Examiners.
(b) The preparation of a syllabus for the course of instruction from time to time.
(c) The methods of instruction to be followed.
(d) The conduct of examinations of apprentices.
(e) Schemes for the institution of scholarships and prizes.

2. The said Board shall receive monthly or other periodical reports from the instructors for the purpose of amending or correcting any laxity in attendance or conduct of apprentices at classes of instruction.

3. To assist in selecting the best type of apprentice and to advise upon the ability of any person, firm or company to effectively train an apprentice or apprentices and to encourage and foster the study of subjects bearing upon the trade or occupation in the evening classes or other classes instituted for the purpose.

4. To advise the Court and parties interested as to what additional plant is required from time to time for the effective instruction of apprentices.

5. To assist in the promotion of classes for instruction in branches of the industry not already provided for.

6. To formulate and submit to the Court a scheme of instruction for country apprentices.

7. To consider and recommend improvements in the training of apprentices from time to time.

8. The Board shall hold its deliberations in private unless a majority of the representatives of the parties or Chairman otherwise directs.

9. A majority of the members, one of whom must be the Chairman, shall constitute a quorum. Provided that in the case of difference of opinion between members representing the said Union of Workers and members representing the said Union of Employers, the decision of the Chairman shall be accepted and taken as the decision of the Board.

10. The Board may sit at such times and places as the majority may decide and arrange from time to time and place to place.

11. The decision of the Board may be reviewed and altered by the Court on the application of any of the parties, provided that notice of an application to the Court to review such decision shall be given within seven days from the date thereof to the Chairman and the opposite parties, and the application lodged with the Registrar asking for such review within fourteen days of such decision: Provided further than all parties abide by the decision unless and until the same is altered by the Court.

12. With the consent of the Court either party may at any time vary its nomination of representative member.

13. The members of the Board shall not claim or accept remuneration or payment from the Government for their services.

Dated this twenty-fourth day of December, 1926.

By the Court,

WALTER DWYER,
President.

AWARDS AND AGREEMENTS—VARIATION OF, TO MAKE CONSISTENT WITH BASIC WAGE.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 426 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The Sixteenth day of September, 1926.

THIS matter having come on for hearing before the Court on the 16th day of September, 1926, and the Court having heard Mr. D. Freedman on behalf of the Fremantle Wool Scouring and Fellmongery Employees' Industrial Union of Workers, and Mr. L. L. Carter on behalf of the Swan Wool Scouring Company of W.A., Limited, The Westralian Wool Scouring Company, Limited, and the West Australian Meat Exports Company, Limited, doth hereby order that Industrial Agreement No. 42 of 1925, dated the 24th day of June, 1925, be and the same is hereby varied as follows, such variation to take effect from the 15th day of September, 1926:—

By deleting Clause 6 and inserting in lieu thereof the following:—

Wages.

The minimum rate of wages for adult weekly hands shall be £4 13s. per week.

Casual hands shall be paid at the rate of 2s. 5d. per hour.

The minimum rates of wages for Junior weekly hands shall be as follows:—

	Per week. £	s.	d.
14 to 15 years of age	1	3	9
15 to 16 years of age	1	9	0
16 to 17 years of age	1	14	3
17 to 18 years of age	2	4	3
18 to 19 years of age	2	15	4
19 to 20 years of age	3	8	6
20 to 21 years of age	4	1	9

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 441 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 20th day of October, 1926.

THIS matter having come on for hearing before the Court on the 20th day of October, 1926, and the Court having heard Mr. L. L. Carter on behalf of Drew, Robinson, and Company, and others, and by consent, doth hereby order that Industrial Agreement No. 5 of 1925, dated the 20th day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the 20th day of October, 1926:—

By deleting Clause 7 and substituting in lieu thereof the following:

7. *Wages.*—(a) Adults: The minimum weekly rate of wage payable to any male worker employed as a shop assistant who is of the age of twenty-one years or upwards, or to any female worker employed as a shop assistant who is of the age of twenty-one years or upwards, shall be as follows:

	Rates per week. Males. s.	d.	Females. s.	d.
Shop Assistant, hardware, furniture, carpet departments or shops	95	0	59	2
Grocery departments or shops ..	95	0	69	2
All other departments or shops ..	95	0	54	2

Provided that females employed in departments of dairy produce, house furnishing, saddlery, sporting materials, men's clothing, mercery, and men's boots shall receive a weekly minimum wage of 59s. 2d.

	Males. s.	d.
Storemen	95	0
Despatch hands	95	0
Packers	95	0
Head Storemen	97	0
Storemen working singly	97	0
(Storemen handling explosives at magazine, 2s. 6d. per day extra.)		
Canvasser	99	6
(But where such canvasser provides his own bicycle he shall be paid an extra allowance of 2s. 6d. per week.)		
Cleaners and door porters	90	0
Lift attendants	85	0

(b) Juniors—(1): The minimum weekly rate of wage payable to junior shop assistants shall be as follows:—

	Male. s.	d.	Female. s.	d.
Under 15 years of age	14	9	..	
Under 16 years of age	18	0	14	9
Under 17 years of age	23	9	18	0
Under 18 years of age	29	7	23	9
Under 19 years of age	40	2	28	5
Under 20 years of age	49	8	35	10
Under 21 years of age	64	5	48	5

and thereafter the prescribed minimum adult rates.

(ii) The minimum weekly rate of wage payable to junior despatch hands, messengers, cleaners, door porters, and lift attendants shall be as follows:—

	Male. s.	d.	Female. s.	d.
Under 15 years of age	14	9	..	
Under 16 years of age	18	0	14	9
Under 17 years of age	23	9	18	0
Under 18 years of age	29	7	23	9
Under 19 years of age	40	2	28	5
Under 20 years of age	49	8	35	10
Under 21 years of age	64	5	48	5

and thereafter the prescribed minimum adult rates.

(iii) The minimum weekly rate of wage payable to junior storemen shall be as follows:

	Male. s.	d.
Under 15 years of age	15	10
Under 16 years of age	18	0
Under 17 years of age	23	9
Under 18 years of age	29	7
Under 19 years of age	40	2
Under 20 years of age	62	3
Under 21 years of age	79	2

and thereafter the prescribed minimum rate.

(c) Notwithstanding anything hereinbefore contained, the minimum weekly rate of wage payable to females employed in Florists, Tobacconists and Booksellers' Shops shall be as follows:—

	s.	d.
Under 16 years of age	13	2
Under 17 years of age	15	10
Under 18 years of age	21	1
Under 19 years of age	25	9
Under 20 years of age	32	7
Under 21 years of age	42	7
And thereafter	52	2

(d) Provided that junior female shop assistants employed in Manchester, Dress and Silk Departments or shops, shall receive a weekly minimum wage of 62s. 8d.

(e) Provided also that junior female shop assistants employed in Grocery departments or shops shall be paid not less than the following rates:—

	s.	d.
Under 16 years of age	18	0
16-17 years of age	23	9
17-18 years of age	29	2
18-19 years of age	36	5
19-20 years of age	44	9
20-21 years of age	58	3

and thereafter the prescribed minimum adult rate.

(f) The minimum weekly rate of wage payable to junior packers shall be as follows:—

	Male. s.	d.
Under 19 years of age	40	2
19-20 years of age	62	3
20-21 years of age	79	2

and thereafter the prescribed minimum adult rate.

(g) Casual Hands: The minimum weekly rate of wage payable to casual hands shall be as follows:—

(i) Adults (excluding adults provided for in sub-clause (iii) hereof).—The rates prescribed herein plus 3d. per hour.

(ii) Juniors.—The rates prescribed herein, plus 1½d. per hour.

(iii) Adults employed in oil stores, *i.e.*, men engaged in unloading from rail or carts, shipments of case oil and petroleum products direct from ships and stacking same in store—per hour 2s. 6d.

Liberty to apply.

By the Court,

[L.S.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 428 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 20th day of October, 1926.

THIS matter having come on for hearing before the Court on the 20th day of October, 1926, and the Court having heard Mr. E. H. Barker on behalf of the Coastal Breweries' Employees' Union of Workers, and Mr. L. L. Carter on behalf of the Swan Brewery Company, Limited, and others, doth hereby order that the Industrial Agreement No. 16 of 1925, dated the 7th day of March, 1925, be and the same is hereby varied as follows, such variation to take effect from the 20th day of October, 1926:—

By adding the sum of five shillings per week to the rate of wage specified in Clause 2 for each designation under the headings "Bottling Department" and "Brewery."

By deleting Clause 2 (a) and substituting in lieu thereof the following:

Boys.

Clause 2 (a).—The rate of wages for boys shall be:—

	Per week. s.	d.
16 years	59	0
17 years	68	0
18 years	76	6
19 years	86	0
20 years	Full pay	

By deleting the figures 2s. 4d. in Clause 5 and inserting 2s. 5 4/11d. in lieu thereof.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 442 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 26th day of October, 1926.

THIS matter having come on for hearing before the Court on the 20th day of October, 1926, and the Court having heard Mr. E. H. Barker on behalf of the Metropolitan Jewellers, Watchmakers, and Allied Trades' Industrial Union of Workers, and Mr. L. L. Carter on behalf of Levinson and Sons, and others, doth hereby order that the Industrial Agreement No. 39 of 1925, dated the 13th day of July, 1925, be and the same is hereby varied as follows, such variation to take effect from the 26th day of October, 1926:—

By deleting Clauses 6, 7 (j) and 12 (b) and substituting the following in lieu thereof:—

6. *Wages*: The minimum rate of wages to be paid to the classes of workers specified hereunder shall be as follows:—

	Per week. £	s.	d.
Watchmakers and clockmakers, including repairers of watches and clocks	5	9	0
Jewellers, including general jewellers' tradesmen	5	5	0
Metal badge makers and enamellers	5	5	0
Female workers of the age of 21 years or over	2	18	4

7. (j) The minimum wage payable to apprentices shall be:—

	Per week. £	s.	d.
First year	0	14	0
Second year	0	19	7
Third year	1	8	0
Fourth year	1	19	2
Fifth year	2	10	4
Sixth year	3	17	1

The wages of any apprentice engaged under the terms of this Agreement shall be subject to alteration at such time as the Court may determine: Provided that no such alteration shall be made except when the wages of tradesmen under this Agreement are being reviewed.

12. (b) The minimum wage payable to junior female workers in any section of the trade shall be:—

	Per week. £	s.	d.
First year	0	11	2
Second year	0	14	0
Third year	0	16	9
Fourth Year	1	2	4
Fifth year	1	8	0
Sixth year	1	13	7

Provided always that any female worker who attains the age of twenty-one years shall be paid at the rate of £2 18s. 4d. per week, pursuant to Clause 6 hereof without regard to the number of years for which she may have been employed.

Liberty to apply.

By the Court,

[L.S.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 463 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 4th day of November, 1926.

THIS matter having come on for hearing before the Court on the 4th day of November, and the Court having heard Mr. D. Freedman on behalf of the Shop Assistants and Warehouse Employees' Industrial Union of Workers, Western Australia (Wagin Branch), and by consent, doth hereby order that the Industrial Agreement No. 4 of 1925, dated the 13th day of January, 1925, be and the same is hereby varied as follows, such

variation to take effect from the 4th day of November, 1926:—

By deleting Clause 7 and substituting in lieu thereof the following:

7. *Wages: Adults.*—The minimum weekly rate of wage payable to any male worker employed as a shop assistant who is of the age of twenty-one years or upwards, or to any female worker employed as a shop assistant and who is of the age of twenty-one years or upwards, shall be as follows:—

	Rates per week. Male. s. d.	Female. s. d.
Shop assistants, hardware, furniture and carpet departments	95 0	59 2
Grocery departments	95 0	69 2
All other departments and carters ..	95 0	54 2

Provided that females employed in departments of dairy produce, house furnishing, saddlery, sporting materials, men's clothing, mercery, and men's boots, shall receive a weekly minimum wage of 59s. 2d.

	s. d.
Storeman	95 0
Dispatch hands	95 0
Packers	95 0
Head Storemen	97 0
Storemen working singly	97 0

Juniors.—The minimum weekly rate of wage payable to junior shop assistants shall be as follows:—

	Males. s. d.	Females. s. d.
Under 15 years of age	14 9	..
Under 16 years of age	18 0	14 9
Under 17 years of age	23 9	18 0
Under 18 years of age	29 7	23 9
Under 19 years of age	40 2	28 5
Under 20 years of age	48 8	35 10
Under 21 years of age	64 5	48 5

and thereafter the prescribed adult minimum rates.

Casual Hands.—The minimum weekly rate of wage payable to casual hands shall be as follows:—

Adults: the rates prescribed herein plus 3d. per hour.

Juniors: the rates prescribed herein plus 1½d. an hour.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 465 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 5th day of November, 1926.

THIS matter having come on for hearing before the Court on the 5th day of November, 1926, and the Court having heard Mr. J. Breydon on behalf of the Federated Engine-drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers, and Mr. L. L. Carter on behalf of the Swan Brewery Company, Limited, and others, doth hereby order that the Industrial Agreement No. 6 of 1925, dated the 30th day of January, 1925, be and the same is hereby varied as follows, such variation to take effect from the 4th day of November, 1926:—

By deleting the rates of wages set forth in Clause 5 and substituting in lieu thereof the following:

	Per week of 44 hours. £ s. d.
Engine-drivers	5 18 0
Firemen	5 3 0
Greasers	5 0 0

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 456 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an application under Section 122 of the said Act for variation of Award.

The 19th day of November, 1926.

THIS matter having come on for hearing before the Court on the 19th day of November, 1926, and the Court having heard Mr. A. W. Richardson on behalf of the Metropolitan Hairdressers and Wigmakers' Employees' Union of Workers, and Mr. L. L. Carter on behalf of C. E. Voss, J. Cook and Sons, and others, doth hereby order that the Award No. 6 of 1923, dated the 3rd day of June, 1924, be and the same is hereby varied as follows, such variation to take effect from the 19th day of November, 1926:—

By deleting "£4 18s. 0d.," the rate of wage set forth in Clause 7, and inserting "£5 3s. 0d." in lieu thereof.

By deleting Clause 8 (i) and substituting in lieu thereof the following:—

8. (i) The minimum wage payable to an apprentice shall be:—

	Per week. £ s. d.
During the first year of service ..	0 13 3
During the second year of service ..	1 3 11
During the third year of service ..	1 17 2
During the fourth year of service ..	3 3 9
Thereafter the minimum adult rate.	

The wages of any apprentice under this Award shall be subject to alteration by the Court; provided that no such alteration shall be made except when the wages of tradesmen under this Award are reviewed.

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 459 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Agreement.

The 19th day of November, 1926.

THIS matter having come on for hearing before the Court on the 19th day of November, 1926, and the Court having heard Mr. E. H. Barker on behalf of the United Metropolitan Timberyards, Sawmills, and Woodworkers Employees' Union of Workers, and Mr. L. L. Carter on behalf of the Swan Case Factory and others, doth hereby order that the Industrial Agreement No. 36 of

1924, dated the 11th day of November, 1924, be and the same is hereby varied as follows, such variation to take effect from the 19th day of November, 1926:—

By deleting the rates of wages set forth in Clause 4 and substituting in lieu thereof the following:—

	Per week. £	s.	d.
Adult Workers:			
Sawyer cutting over six inches	4	15	0
Sawyer using any other saw, including docker	4	15	0
Wood machinists on buzzer, thicknesser, and other wood-working machines, including case-nailing machine	4	12	6
Box or casemakers or repairers, and persons employed hoop-ironing or wiring boxes and cases	4	12	6
Labourers	4	5	0
Junior Workers:			
Under 16 years of age	1	6	7
16-17 years of age	1	17	2
17-18 years of age	2	7	10
18-19 years of age	2	18	5
Over 19 years of age, the minimum adult rate.			

Liberty to apply.

By the Court,

[L.S.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 486 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an application under Section 122 of the said Act for variation of Agreement.

The 19th day of November, 1926.

THIS matter having come on for hearing before the Court on the 19th day of November, 1926, and the Court having heard Mr. E. W. Walsh on behalf of the Coastal Aerated Water and Cordial Manufacturers' Employees' Industrial Union of Workers, and Mr. L. L. Carter on behalf of B.C.D. and Piesse, Limited, and others, doth hereby order that the Industrial Agreement No. 49 of 1925, dated the 6th day of September, 1925, be and the same is hereby varied as follows, such variation to take effect from the 19th day of November, 1926:—

By deleting Clause 8 and substituting in lieu thereof the following:—

8. Wages.—The following shall be the minimum wage payable to the adult workers specified:

	Per week. £	s.	d.
Motor-driver	4	17	0
Horse-driver	4	17	0
Stableman (to be made up to £4 17s. per week when driving)	4	13	6
Bottler in charge of generator	4	17	6
Bottler	4	10	0
Wirer	4	10	0
Tally Clerk	4	10	0
Packer	4	10	0
Corker	4	7	6
All other adult workers	4	5	0

A junior worker who is required to perform horse-driver's work shall be paid at the minimum rate hereinbefore prescribed for a horse-driver.

	£	s.	d.
Junior Worker:			
16 and 17 years of age	1	10	6
18 years of age	1	15	8
19 years of age	2	5	10
20 years of age and thereafter, the prescribed minimum adult wage.			

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 458 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an application under Section 122 of the said Act for variation of Agreement.

The Seventh day of December, 1926.

THIS matter having come on for hearing before the Court on the 19th day of November, 1926, and the Court having heard Mr. E. H. Barker on behalf of the Metropolitan Wine and Spirit Warehouse Employees' Industrial Union of Workers, W.A., and Mr. L. L. Carter on behalf of Milne and Company, and others, doth hereby order that the Industrial Agreement No. 28 of 1925, dated the 1st day of May, 1925, be and the same is hereby varied as follows, such variation to take effect from the 7th day of December, 1926:—

By deleting the rates of wages set forth in Clause 6 and substituting in lieu thereof the following:—

	Per week. £	s.	d.
Storeman	4	17	0
Head Cellarman	5	6	6
Cellar Hand, Bottle Washer, Packer, Store Hand	4	15	0
Youths:			
17 years of age but under 18 ..	2	5	4
18 years of age but under 19 ..	2	12	0
19 years of age but under 20 ..	3	2	4
20 years of age but under 21 ..	3	10	1
21 years of age and upwards, minimum adult rate.			

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 511 of 1926.

In the matter of "The Industrial Arbitration Act, 1912-1925," and in the matter of an Application under Section 122 of the said Act for variation of Award.

The 10th day of December, 1926.

THIS matter having come on for hearing before the Court on the 10th day of December, 1926, and the Court having heard Mr. E. H. Gray on behalf of the Coastal Dock, River, and Harbour Works Union of Workers and by consent, doth hereby order that the Award No. 26 of 1922, dated the 26th day of September, 1923, as amended by order of the Court No. 513 of 1926, dated the 10th day of December, 1926, be and

the same is hereby varied as follows, such variation to take effect from the 10th day of December, 1926:—

By deleting the rates of pay set forth in Clause 16 and substituting in lieu thereof the following:—

	Per week. £	s.	d.
Pile Driving:			
Man in charge	5	3	0
Topman	4	14	0
Machine man	4	11	0
Casing Driving:			
Leading hand	4	17	0
Assistants	4	11	0
Drilling and Blasting Plant:			
Leading hand	5	9	0
Machine man	4	14	0
Drill attendants	4	8	0
Foreman	6	7	0
Quarry Works:			
Loaders	5	0	0
Slingers and hookmen	5	0	0
Machine men	4	17	0
Other workers	4	11	0
Jumperman	4	17	0
Nippers—under age of 16	2	12	6
16 to 17 years of age	2	18	4
18 years and over	3	4	0
Watchmen (7 days a week)	4	18	4
Survey hands:			
Chainman	4	11	0
Bookman	4	14	0
Leadsman	4	14	0
Other workmen (namely, boatmen)	4	8	0
Coal Handling (Harbour Trust): Shovellers, 2s. per hour.			
Miscellaneous:			
Boatmen	4	8	0
Concrete men, mixing concrete by hand	4	11	0
Cleaning, chipping, scraping, cementing, applying asbestos canvassing, steam-pipe coating with paint, tar oils, compositions, limewash, cement-wash, boiler scaling in or about special places as defined in Clause 12	5	3	0
Diver's air pumper	4	8	0
Fuelman (leading hand)	4	17	0
Fuelman (ordinary)	4	11	0
Ganger in charge of less than eight men	5	3	0
Ganger in charge of eight men and over	5	9	0
Junior Workers:			
Boys up to 16 years	1	5	0
Boys up to 17 years	1	9	7
Boys up to 18 years	2	0	10
Boys up to 19 years	2	8	5
Boys up to 20 years	2	19	8
Boys up to 21 years	3	10	11
Labourer (tradesmen's)	4	8	0
Lavatory attendant	4	11	0
Labourer (general)	4	5	0
Men assisting shipwright on slipway	4	8	0
Men working with hot tar	4	11	0
Magazine hands	4	11	0
Platelaying ganger	5	15	0
Puntmen (in charge of punt)	4	11	0
Platelayer (leading hand)	5	3	0
Platelayer (ordinary)	4	11	0
Powder monkey	5	3	0
Powder monkey (assistant)	4	11	0
Rigger (ship's). Where a rigger on shore performs duties and carries out responsibilities of a "rigger" on ships, he shall be paid at the rate prescribed for a "rigger" (ship's)	5	9	0
Repairer (leading hand, Railway lines), when employed in laying more than two abutting rails in connection with a set of points, platelayer's rate shall be paid	4	11	0
Slip cradleman	4	11	0
Spraying or spreading hot tar	4	14	0
Storeman	4	11	0
Tar tank attendant (where more than one worker is employed doing the same kind of work they shall be paid the rate prescribed for a tar tank attendant)	4	17	0
Wire splicer	4	17	0
Concrete pile-driving plant:			
Man in charge	5	9	0
Topman	5	0	0
Machine man	4	17	0
Concrete Pile Construction:			
Pile reinforcement assemblers	4	11	0
Concrete machine man	4	11	0
Man doing concrete mixing by hand	4	11	0
Fitter's assistant and feeder of concrete machine	4	14	0
Mould assemblers	4	11	0
Slingers and hookers in pile yard (Efficient means shall be employed to protect the eyes of workers employed in pile reinforcement assembling.)	4	8	0
Men employed hand ramming hot bitumastic macadam	5	4	0

Liberty to apply.

By the Court,

[SEAL.] WALTER DWYER,
President.

BARMAIDS AND BARMEN'S AGREEMENT.

On the 3rd August, 1926, an application by the W.A. Barmaids and Barmen's Union of Workers for the variation of Agreement No. 37/1924 to make it consistent with the basic wage, came before the Court. The application was adjourned *sine die* at the request of the Union to enable it to reconsider the position. The matter again came before the Court on the 20th October, and on the 26th October the application was refused.

Subsequently an industrial dispute arose between the Union and certain employers. A compulsory conference was called and the settlement was left to the members of the Court to deliver as an Award.

For particulars refer to Barmaids and Barmen's Award, page 340.

HOTEL, CLUB, CATERERS, TEAROOM AND RESTAURANT EMPLOYEES' AGREEMENT.

On the 20th October, 1926, an application by the Hotel, Club, Caterers, Tearoom and Restaurant Employees' Union of Workers for the variation of Agreement No. 31/1925, to make it consistent with the basic wage, came before the Court.

The application was refused as the Court considered no variation was necessary.

AGREEMENTS—CANCELLATION OF.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 522 of 1926.

In the matter of an Industrial Agreement dated the first day of November, 1924, and numbered 31 of 1924, between Elder, Smith, and Company, Limited, and others (hereinafter called "the Employers"), and the Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Western Australia (hereinafter called "the Union"), and in the matter of a joint application by the abovenamed parties for the cancellation of the said Industrial Agreement.

UPON hearing the joint application of Mr. L. L. Carter, on behalf of the Employers, and Mr. D. Freedman, on behalf of the Union, the Court doth hereby order that Industrial Agreement dated the 1st day of November, 1924, and registered No. 31 of 1924, which Agreement was declared to be a Common Rule on the 16th day of December, 1924, be and the same is hereby cancelled.

Dated this twentieth day of December, one thousand nine hundred and twenty-six.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 523 of 1926.

In the matter of an Industrial Agreement dated the 26th September, 1925, and numbered 50 of 1925, between Goode, Durrant, and Company, Limited, and others (hereinafter called "the Employers"), and The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth (hereinafter called "the Union"), and in the matter of a joint application by the abovenamed parties for the cancellation of the said Industrial Agreement.

UPON hearing the joint application of Mr. L. L. Carter, on behalf of the Employers, and Miss Annie Warren on behalf of the Union, the Court doth hereby order that Industrial Agreement dated the 26th day of September, 1925, and registered No. 50 of 1925, which Agreement was declared to be a Common Rule on the 19th day of November, 1925, be and the same is hereby cancelled.

Dated this 20th day of December, 1926.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 524 of 1926.

In the matter of an Industrial Agreement dated the 26th September, 1925, and numbered 51 of 1925, between Boans, Limited, and others (hereinafter called "the Employers"), and The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth (hereinafter called "the Union"), and in the matter of a joint application by the abovenamed parties for the cancellation of the said Industrial Agreement.

UPON hearing the joint application of Mr. L. L. Carter, on behalf of the Employers, and Miss Annie Warren, on behalf of the Union, the Court doth hereby order that Industrial Agreement dated the 26th September, 1925, and registered No. 51 of 1925, which Agreement was declared to be a Common Rule on the 19th day of November, 1925, be and the same is hereby cancelled.

Dated this 20th day of December, 1926.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 525 of 1926.

In the matter of an Industrial Agreement dated the 26th September, 1925, and numbered 52 of 1925, between Boans, Limited, and others (hereinafter called "the Employers"), and The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth (hereinafter called "the Union"), and in the matter of a joint application by the abovenamed parties for the cancellation of the said Industrial Agreement.

UPON hearing the joint application of Mr. L. L. Carter, on behalf of the Employers, and Miss Annie Warren, on behalf of the Union, the Court doth hereby order that Industrial Agreement dated the 26th September, 1925, and registered No. 52 of 1925, which Agreement was declared to be a Common Rule on the 19th day of November, 1925, be and the same is hereby cancelled.

Dated this twentieth day of December, one thousand nine hundred and twenty-six.

By the Court,

[SEAL.] WALTER DWYER,
President.

IN THE COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 526 of 1926.

In the matter of an Industrial Agreement dated the 26th September, 1925, and numbered 53 of 1925, between Goode, Durrant, and Company, Limited, and others (hereinafter called "the Employers"), and The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth (hereinafter called "the Union"), and in the matter of a joint application by the abovenamed parties for the cancellation of the said Industrial Agreement.

UPON hearing the joint application of Mr. L. L. Carter, on behalf of the Employers, and Miss Annie Warren, on behalf of the Union, the Court doth hereby order that Industrial Agreement dated the 26th September, 1925, and registered No. 53 of 1925, which Agreement was declared to be a Common Rule on the 19th day of November, 1925, be and the same is hereby cancelled.

Dated this twentieth day of December, one thousand nine hundred and twenty-six.

By the Court,

[SEAL.] WALTER DWYER,
President.

Enforcements of Awards and Industrial Agreements.

The Industrial Magistrates, during the quarter ending 31st December, 1926, dealt with the undermentioned Applications for Enforcements of Awards and Industrial Agreements. The decisions of the Magistrates are briefly stated, but any case involving points of particular importance are fully reported.

Before H. J. Craig, Esq., Industrial Magistrate, Perth.

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
467/26	Bread Carters' Industrial Union of Workers—Perth, Fremantle, and Suburban	J. Cooper	Agreement, No. 24 of 1925: Employing a junior bread-carter contrary to Clause 16 (*d*) of Agreement during week ending 14th August, 1926	Fined £2 10s. and costs	23-11-26	This case was originally heard on 11th November, 1926, but owing to a misunderstanding and incorrect notification the defendant did not appear on that date. The application was then re-heard on the 23rd November, with the consent of the Complainant, and the fine of £5 and costs previously imposed on the defendant was cancelled and a penalty of fine £2 10s. and costs of both hearings substituted.
469/26	Carters and Drivers' Industrial Union of Workers (Perth): West Australian	H. Hood	Agreement, No. 27 of 1925: Employing a junior motor driver, T. Delaney, contrary to Clause 20 of Agreement, during period 1st January, 1926, to 23rd August, 1926	Fined 5s. and costs ...	11-11-26	
470/26	Do.	do.	Agreement, No. 27 of 1925: Neglecting to provide prescribed time and wages book during period 1st January, 1926 to 23rd August, 1926	Fined 10s. and costs	11-11-26	
471/26	Do.	do.	Agreement, No. 27 of 1925: Neglecting to pay T. Delaney, a junior motor driver, prescribed rate of wages during period 1st January, 1926 to 23rd August, 1926	Fined £1 and costs, and ordered to pay £35 4s. wages due	11-11-26	
472/26	Do.	Sydney Barrett ...	Agreement, No. 27 of 1925: Neglecting to provide prescribed time and wages book during period 6th May, 1926, to 28th August, 1926	Fined 5s. and costs ...	11-11-26	
473/26	Do.	do.	Agreement, No. 27 of 1925: Neglecting to pay a horse-driver, Wm. P. Burke, prescribed rate of wages during period 6th May, 1926, to 28th August, 1926	Fined £1 and costs, and ordered to pay £16 19s. 6d., wages due	11-11-26	
474/26	Do.	Meakins & Podger	Agreement No. 27 of 1925: Neglecting to enter in time and wages book, record of time worked by, and wages paid to Frank Burrows, during week ending 31st July, 1926	Fined £1 and costs ...	11-11-26	
475/26	Do.	do.	Agreement, No. 27 of 1925: Employing a junior milk Carter, A. J. Adams, contrary to Clause 20 of Agreement during period 25th July, 1926, to 31st July, 1926	Fined £2 10s. and costs	11-11-26	
476/26	Do.	Frank Burrows ...	Agreement, No. 27 of 1925: During week ending 31st July, 1926, whilst employed by Meakins & Podger as a milk carter, neglecting to enter his starting and finishing times each day	Fined £1 and costs ...	11-11-26	
423/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	Elliott & Kiesey ...	Award, No. 10 of 1923: Employing A. Hansen as an Electrical Fitter at less than the prescribed rates during period ending 3rd September, 1926	... ...	...	At the hearing on the 12th October, 1926, this application was adjourned *sine die* pending the filing and hearing of an application for interpretation of the Award in the Court of Arbitration.
424/26	Do.	do.	Similar charge as above in respect to R. Holmes	... ...	...	*See* remarks above.
444/26	Do.	W. Rickerts ...	Award, No. 10 of 1923: Failing to produce record book when requested to do so by representative of the Association	Fined 1s. and costs ...	12-10-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
478/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	Wunderlich, Ltd. ...	Award, No. 10 of 1923: Employing A. Kelly as a Metal Polisher at less than the prescribed rates	Fined 1s. and costs, and ordered to pay £3 2s., wages due	18-11-26	Mr. H. V. Symons, who appeared for the complainant association, claimed that Kelly, a junior of seventeen years of age, was engaged exclusively during the week ending 23rd September, 1926, on polishing metal shop fronts by means of a buff, and that such work would be designated as metal polishing and covered by the Award. Mr. A. C. Downing, appearing on behalf of the defendant, admitted that Kelly was using the buff but contended that the operation was really only cleaning the metal, and therefore could not be classed as metal polishing in accordance with the Award. It was illustrated that a polish of an equality to that obtained by buffing, could be produced by means of any of the liquid metal polishes at that time on the market. The following remarks were made by the Magistrate in delivering his decision:—"In connection with this industry there is the necessity of cleaning and polishing brass for moulding. It is not only occasional work that is done by a junior, but it is constant work, and as it comes within the Award, a breach has been committed. It is not a very glaring case. Awards apply to all industries whether you are bound by name or not, that is, if you are doing any work which comes within the definition of industry within the meaning of the Act. I think it is metal polishing whether done by hand or machine, or anything else. There will be a fine of 1s. and costs." (An order was also made for the payment by the defendant to the worker of the sum of £3 2s., being the difference between the wages paid and what should have been paid under the Award).
479/26	Do.	A. Tate & Co. ...	Award, No. 10 of 1923: Employing M. E. Bassett as an apprentice Turner while not having the required number of Turners to permit them to have this apprentice	Fined 1s. and costs ...	18-11-26	
482/26	Do.	W. F. Pead & Co., Ltd.	Award, No. 10 of 1923: Employing N. Cameron as a Motor Mechanic at less than the prescribed rates during the period 1st to 31st July, 1926	Fined £1 and costs, and ordered to pay £12 wages due	18-11-26	
416/26	Inspector H. G. Swan ...	Frank Parry ...	Award, No. 12 of 1921: Employing Herbert John Oatley, Chairmaker; Alfred Perks, Cabinetmaker; Frederick Parkinson, Chairmaker; William Freeman, Apprentice Chairmaker; and Neil Darley, Apprentice Upholsterer, after the prescribed finishing time on Saturday, 7th Aug., 1926	Fined 5s. and costs ...	7-10-26	
417/26	Do.	do.	Award, No. 12 of 1921: Failing to enter in time and wages book, full hours and overtime worked by his employees on Saturday, 7th August, 1926	Fined 5s. and costs ...	7-10-26	
418/26	Do.	Alfred Perks ...	Award, No. 12 of 1921: Working for Frank Parry after the prescribed finishing time after having completed the maximum week's work of 48 hours before 1 p.m. on Saturday, 7th August, 1926	Fined 5s. and costs ...	7-10-26	
419/26	Do.	Frederick Parkinson	do. do. do.	Fined 5s. and costs ...	7-10-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
420/26	Inspector H. G. Swan ...	Herbert John Oatley	Award No. 12 of 1921; Working for Frank Parry after the prescribed finishing time after having completed the maximum weeks work of 48 hours before 1 p.m. on Saturday, 7th August, 1926.	Fined 5s. and costs.	7-10-26	
429/26	Meat Industry Employees Union Industrial Union of Workers, Perth, W.A. Branch—Australasian	S. W. Reynolds ...	Award, No. 14 of 1922: Employing Dan McSwan as an Order Carter (not cutting orders) at less than the prescribed rates and failing to pay him holiday pay in proportion to his length of service	Fined £5 and costs, and ordered to pay £48 0s. 11d., wages due	12-10-26	
481/26	Do.	F. Besant	Award, No. 14 of 1922: Employing K. Ismail as an Order carter (not cutting orders) at less than the prescribed rates and failing to pay him holiday pay in proportion to his length of service	Dismissed—no order as to costs	23-11-26	
443/26	Railway Employees' Industrial Union of Workers, West Australian Midland	The W.A. Midland Railway Co., Ltd.	Agreement, No. 6 of 1926: Persistently causing the employees of the Locomotive Traffic Branch to work in excess of prescribed hours, and further causing Driver Downey and Fireman Ravenscroft to work in excess of prescribed hours for week ending 18th September, 1926	Dismissed—no order as to costs	13-10-26	For decision *see* p. 375.
392/26	Railway Employees' Industrial Union of Workers, West Australian Amalgamated Society of	Commissioner of Railways	Award, No. 8 of 1921: Refusing to pay J. D. Hayes prescribed rate of pay for Storeman's Assistant during the period 6th September, 1925 to 11th June, 1926	Dismissed—no order as to costs	18-11-26	The following remarks were made by the Magistrate in delivering his decision:—"I do not think there has been a breach of the Award in this case. This lad was employed as a junior worker, and when he became 21 years of age he had to be paid as a labourer, and was paid as a labourer. The Railway Department are not obliged to appoint men as assistant storemen when they attain the age of 21. He may have been doing some work which may be deemed to be assisting the storemen, but not working as a storeman's assistant in the proper sense of the term. He was paid the rate of a labourer when he reached the age of 21, but he had not the responsibility of a storeman's assistant. I do not think he is entitled to be classified as a storeman's assistant, and the case should be dismissed."

Before N. D. Moseley, Esq., Industrial Magistrate, Northam.

399/26	Engineers Industrial Association of Workers—Coastal District Committee Amalgamated Society of	W. Parker & Son ...	Agreement, No. 64 of 1925: Employing L. E. Wake as a Motor Mechanic at less than the prescribed rates during period ending 1st May, 1926	Dismissed—no order as to costs	6-12-26	
400/26	Do.	do.	Agreement, No. 64 of 1925: Employing L. E. Wake as a Motor Mechanic at less than the prescribed rates during period ending 8th May, 1926	Dismissed—no order as to costs	6-12-26	
401/26	Do.	do.	Agreement, No. 64 of 1925: Employing J. H. Birchmore as a Motor Mechanic at less than the prescribed rates during period ending 24th April, 1926	Dismissed—no order as to costs	6-12-26	
402/26	Do.	do.	Agreement, No. 64 of 1925: Employing J. H. Birchmore as a Motor Mechanic at less than the prescribed rates during period ending 1st May, 1926	Dismissed—no order as to costs	6-12-26	
403/26	Do.	do.	Agreement, No. 64 of 1925: Employing J. H. Birchmore as a Motor Mechanic at less than the prescribed rates during period ending 8th May, 1926	Dismissed—no order as to costs	6-12-26	
404/26	Do.	W. Thomas & Co., Ltd.	Agreement, No. 64 of 1925: Employing S. Wallace as a Turner at less than the prescribed rates during period ending 30th April, 1926	Dismissed—no order as to costs	6-12-26	

ENFORCEMENTS OF AWARDS AND INDUSTRIAL AGREEMENTS—*continued.*

App. No.	Complainant.	Defendant.	Breach of Award or Agreement complained of.	Decision.	Date of Decision.	Remarks.
405/26	Engineers' Industrial Association of Workers—Coastal District Committee Amalgamated Society of	W. Thomas & Co., Ltd.	Agreement, No. 64 of 1925: Employing S. Wallace as a Turner, at less than the prescribed rates during period ending 7th May, 1926	Dismissed—no order as to costs	6-12-26	
406/26	Do.	do.	Agreement, No. 64, of 1925: Employing S. Wallace as a Turner at less than the prescribed rates during period ending 14th May, 1926	Dismissed—no order as to costs.	6-12-26	
407/26	Do.	do.	Agreement No. 64 of 1925: Employing S. Wallace as a Turner at less than the prescribed rates during period ending 21st May, 1926	Dismissed—no order as to costs.	6-12-26	
408/26	Do.	do.	Agreement, No. 64 of 1925: Employing S. Wallace as a Turner at less than the prescribed rates during period ending 28th May, 1926	Dismissed—no order as to costs.	6-12-26	
409/26	Do.	do.	Agreement, No. 64 of 1925: Employing S. Wallace as a Turner at less than the prescribed rates during period ending 4th June, 1926	Dismissed—no order as to costs.	6-12-26	
			Before J. E. Geary, Esq., Industrial Magistrate, Kalgoorlie.			
387/26	Australian Workers' Union Westralian Goldfields Mining Branch Industrial Union of Workers	Scott and Party ...	Agreement, No. 30 of 1925: Failing to pay William Lewisson prescribed rate of holiday pay	Fined £2, and ordered to pay £2 15s., wages due—no order as to costs	13-10-26	

APPLICATION FOR ENFORCEMENT.

(Agreement No. 6 of 1926.)

No. 443 of 1926; File 3269.

Charge.—Persistently causing the employees of the Locomotive Traffic Branch to work in excess of prescribed hours, and further causing Driver Downey and Fireman Ravenscroft to work in excess of prescribed hours for week ending 18th September, 1926.

West Australian Midland Railway Employees' Industrial Union of Workers

v.

The W.A. Midland Railway Co., Ltd.

12th and 13th October, 1926.

Before H. J. Craig, Esq. (Industrial Magistrate).

Mr. W. D. Johnson appeared for the complainant union.

Mr. H. B. Jackson appeared for the defendant.

13th October, 1926.

Decision.

Mr. CRAIG: There is no proof that the defendant company is guilty of the alleged breach of the agreement.

The evidence provided by the returns supplied by the Defendant Company, disclosing that hours in excess of eight have been worked by its employees, is consistent with either the impracticability of arranging shifts of eight hours or neglect on the part of the Defendant Company to arrange for such shifts as required by Clause 24 (d) of the Agreement.

As against the opinion of the Secretary of the Union, I have the sworn evidence of the General Manager of the Defendant Company and other witnesses that it was not practicable to arrange for eight hour shifts with respect to men employed in running the trains and that with respect to men on duty at home or temporary home stations none of them were required to remain on duty more than 10 hours except in case of emergency.

It is suggested by Mr. Johnson (Secretary of the Complainant Union) that if the Defendant Company were to increase the number of running sections so as to shorten the runs, it would be practicable to arrange for eight-, or at the most, ten-hour shifts.

In my opinion, the expression "as far as practicable" means as far as the combined interests of the company, its employees, the convenience of the public and the general economic and other conditions affecting the profitable running of the railways will permit.

What is practicable in the case of the Government Railways might not be practicable in the case of the Midland Railway.

All the agreement demands on the part of the Defendant Company is a genuine effort to arrange shifts of eight hours. If such arrangement can be made, having regard to the interests before referred to, it should be made, and neglect on the part of the company to do so would be a breach of the Agreement. But there is no proof that it is within the bounds of practicability for the General Manager to make such arrangement.

For these reasons I must dismiss the complaint.

ARBITRATION COURT: WORK OF.

Speeches at the Adjournment of the Court for the Christmas Vacation.

Friday, 24th December, 1926.

Mr. CARTER: It may not be possible for us to meet again this year and therefore I have to perform the pleasant duty of expressing the season's felicitations to the Bench on behalf of the employers of Western Australia for whom it has been my privilege to appear in this Court during the year.

I wish also to express our gratification at the facility with which the Court has handled the very many important matters that have come before it. We started the year with a very heavy task of the determination of the basic wage. We have been faced with numerous important applications and references, and speaking from experience over the past four or five years, I do not

think I can remember a year when the Court's pending list was so short as it is to-day, all of which I mention to indicate the fact that this particular Bench has given every consideration to both parties in their desire to have these very important industrial disputes settled at the earliest moment.

We feel, and I speak on behalf of the employers generally, that the functions of this Court are the most important perhaps that are met with in the sphere of court work generally. The case in which your Honour has just delivered the Court's determination, the tramway case, is an indication of the intense practical public interest which the duties of this Court arouse. I suppose during the whole year there has not been one case heard in any of the higher courts in which so many members appeared in court as appeared here this morning, and they, as we know, are only a fraction of the people who are so vitally interested in the Court's determination.

I may be pardoned for suggesting that the public mind might be better informed of the doings of this Court per medium of the Press, by more attention being given to the determinations of the Court and to the responsibilities of both parties which lie embodied in the Arbitration Act. Too often we see our papers headlining very unimportant trivial disputes, which whilst they may involve the fortunes of a few individuals do not have much public application. On the other hand, very rarely do we enter this Court without determining an issue which will affect the homes and the home lives of many hundreds of workers. We see divorce cases headlined in practically all our papers, whereas an important industrial determination is too often relegated to the back page, and not sufficiently ventilated even then.

We feel that the matters that this Court is called upon to determine are of such vital importance that every assistance should be given, and I wish to congratulate the Bench on the fact that it has been able on so many occasions during the year—its first term of office—to intervene in matters of great importance and prevent in at least some cases that I am aware of, the spread of industrial unrest. Placed upon the shoulders of this Bench is the very important duty of the preservation of industrial peace. There can be no higher responsibility imposed on a court. I offer to the Court our best wishes for the happiness that we all hope will attend the Christmas season and the prosperity which we trust will attend the coming year's operations. We trust that the Court will be enabled to continue in the good efforts that it has put forward to meet every contingency that has arisen.

It is not possible for any Bench to please everybody. We have had illustrations of that from both sides. Personally I know I have had to fulminate against awards of the Court and I have heard my friends on the other side do the same. It is not the function of the Bench to try and please us both. It would not be possible, but I think that by standing on the parent Act itself and administering the law in so far as it applies to industry, but perhaps more important still, adopting what I am pleased this Court has adopted, a system of personal investigation of existing conditions in industry, the Court can go a very long way towards the preservation of industrial peace.

I think I am speaking on behalf of all the employers when I say that our heartfelt wish is that that noble objective should be attained or nearly attained in the coming year.

Mr. THOMAS: On behalf of the Commissioner of Railways and myself, I wish to join with Mr. Carter in conveying to the Bench the season's greetings. The last eight months must have been a very arduous period for the members of the Court and the staff connected with the Court. It has been pleasing always to see that when matters that have required instant attention have cropped up, the Court has been open to us and we have always been able to get a ready hearing.

Mr. Carter has referred to the work of the Court and its importance as regards the daily life of the community. I often think that the general public do not quite realise the importance of the cases that are dealt with by this Court. If you see a civil action where an amount of £10,000 is involved, it is looked upon as a very big case, but this Court is dealing with cases regularly where the amounts in dispute run into thousands of pounds and where the decision of the Court does not mean one payment for one year, but frequently the payment of large sums for long periods.

I wish the Court and its officers a happy Christmas and the best wishes for the new year.

Mr. A. J. WATTS: It gives me great pleasure to be here at this particular moment when Mr. Carter and Mr. Thomas have spoken in such high terms of the work of the Court. Unfortunately the law of this land does not permit me, representing a composite union, to appear here very often. I have therefore not had much experience here but from observation I know in regard to what they have said of the economic conditions of the workers generally, that this Court is the premier Court as far as the workers of Australia are concerned, and Western Australia in particular.

I join with them in extending my very best wishes for Christmas and the new year to the members of the Court. There would be very few in Australia who would not wish goodwill to men at this season of the year and I can speak wholeheartedly on behalf of the Labour movement of this State. We belong to a craft that believe in goodwill to all men.

The PRESIDENT: I thank you very heartily for your good wishes, and I particularly thank you for your appreciation of the work of this Court. It usually happens in Arbitration Courts that you end up by pleasing neither party. One side says, "It ought to have been better" and the other side say, "It could be worse." That is the usual thing. However, so long as you are satisfied that we are trying to do our best to deal out levelhanded justice to both parties, the Court will be capable of carrying on its functions as a court of arbitration. The moment the parties lose confidence in the Court it is time for the Court to come to an end. But, so far as we have been given the ability and the power to deal with industrial matters as they come before us, the parties have had a fair and just deal and their cases have been looked into and decided conscientiously.

I do not claim that we have been always right. It is human to err. We would be more than human if we were not wrong sometimes, but we try to be just, and I hope attain some measure of success. Our year's work has been very strenuous and is not finished yet. We hope to be able to draw to a conclusion this afternoon, after which the Court will adjourn *sine die*. But the Act provides for the business of the Court in cases where it is necessary for it to be carried on even when the Court as a Full Court is not sitting.

I desire particularly, however, to pay a tribute to the assistance rendered by my colleagues. Criticism has been levelled sometimes at the present constitution of the Court, but I speak from an experience extending over nine months and I must say that my colleagues have been of the utmost assistance to me, and I should be very sorry to lose that assistance. The public does not see all that is done in this Court or hear of all that is done by the Court. It hears of the big things when parties appear in this Court in the style of litigants, and when we adjust or make a new award that alters

the conditions of employment. But there is a great deal of work on the shoulders of this Court in the way of compulsory conferences and the settlement of differences, all of which take place in chambers. I have made it a practice and intend to continue it to associate my colleagues with myself in all of these conferences, and I repeat they have been of the utmost assistance to me in settling matters of difference which might have caused serious industrial trouble in one industry or another.

I again thank you and reciprocate your good wishes.

Mr. SOMERVILLE: I would like to say a word of acknowledgment and thanks for your good wishes. I listened to the references made by the speakers with pleasure regarding the sparing appreciation which the public give to the work which is done in this Court. We do hear an enormous amount of what may be termed spade work in industrial matters, and that is never sensational, and never gets recognition, but it is a most essential form of work if the industry of the country is to proceed peacefully.

I desire to thank the President for his references to the assistance which we have been to him in furthering the work which we have to do; as a public body or a public institution, we must of course expect criticism, and to be unduly sensitive is to indicate a want of those abilities which enable a man to fulfil a public position successfully, and consequently the criticism which we have been subjected to has never greatly perturbed me, but there is one form of criticism which I have resented keenly, and it is an assertion which has been made at times that the lay members of the Court are a source of delay. From the many years experience which I have had here with other Presidents I have felt that was a very unjust estimate of our work and one which could only be arrived at and founded upon an absolute want of knowledge of the work that we do. Consequently I am pleased to hear His Honour's reference to the fact that we do assist towards the speedy and satisfactory termination of the business done here. Thank you, gentlemen.

Mr. BLOXSOME: In supporting the remarks of the President and my colleague, Mr. Somerville, I would like to remark that what I am saying now is the most pleasing thing I have had to say from this Bench. Unfortunately, we are placed in a position where we are looked upon with suspicion, if not by both sides always by one side. It gives me considerable pleasure to think that the President of the Court has expressed himself in the terms that he has in saying that the lay members of the Court have given him assistance. Only those who have had the experience can understand the enormous variety of subjects which come before this Court and the amount of practical experience that may be required to form anything like a just decision. I think I can say that both Mr. Somerville and myself have a wide range of practical experience in industry, and it is very pleasing to know that the President appreciates the assistance we have been able to give him. Of course I am quite aware from the position that I occupy that I must always be looked upon with, well, perhaps not grave suspicion, but a considerable doubt by at least one party who appears before this Court. I would like to say, although they may not believe me, that I have always tried to do what I thought to be the really fair thing for the workers, at the same time seeing that the whole of the employer's case was very carefully considered.

I thank you, gentlemen, for the kind wishes which you have expressed. I heartily reciprocate them and trust you will enjoy all the benefits of this season of the year.

APPEAL AGAINST THE DECISION OF THE INDUSTRIAL MAGISTRATE, NORTHAM.

On the 13th September, 1926, H. D. Moseley, Esq., Industrial Magistrate, Northam, heard an application for enforcement of Industrial Agreement No. 64/1925, brought by the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers against W. Parker & Son. The charge was that Parker & Son employed L. E. Wake on the work of a motor mechanic and did not pay him the rate prescribed for the period ending the 24th April, 1926. The amount claimed was 15s. 4d.

The defendant was found guilty of the charge and fined £21, with costs 11s., and ordered to pay the sum of 15s. 4d. claimed.

An appeal was lodged against the decision and was heard by the Full Court on the 18th November, 1926.

Mr. H. B. Jackson appeared for the appellants.

Sir Walter James, K.C., with him Mr. John Durack, appeared for the respondent.

The point involved was the question as to what industry or industries were covered by the Agreement.

Corum:
McMillan, C.J.
Burnside, J.
Northmore, J.
24th November, 1926.

Judgment:

McMILLAN, C.J.: An objection was taken on behalf of the respondent that there was no appeal from the decision of the Industrial Magistrate, but we are satisfied that an appeal lies, under Section 106 of the Industrial Arbitration Act, from an order made by an Industrial Magistrate, who, under Section 101 of the Act, can exercise all the powers and jurisdiction of the Arbitration Court to enforce awards and industrial agreements and for dealing with offences. The Legislature must have intended these proceedings before Industrial Magistrates to be treated as proceedings of the Court and any conviction by them to be a conviction by the Court. Any other construction would render proceedings before the Magistrates liable to be impeached or challenged and they could be entirely outside the protection given by Section 106. We have already entertained appeals of this nature and I think we have been right in so doing. On the merits, I think that this appeal must be allowed because I can see no connection between the appellants and the Sawmillers' Association. I have had an opportunity of reading the judgment which has been prepared by Mr. Justice Burnside, and I am content to say that I entirely agree with it.

BURNSIDE, J.: By Section 40 of the Industrial Arbitration Act, 1912-25, it is provided that the Court of Arbitration may declare that any industrial agreement shall have the effect of an award and be a common rule of any industry or industries to which it relates, and the agreement shall thereupon become binding on all employees and workers (whether members of an industrial union or association or not) engaged at any time during its currency in any such industry. Acting under the provisions of that section the Court of Arbitration, by its order made on the 13th April, 1926, did declare that an industrial agreement made on the 21st November, 1925, between the Sawmillers' Association of Western Australia and others and the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers, registered No. 64/1925, should have the effect of an award and be a common rule of the industry to which it relates. On the 27th August, 1926, a complaint was laid before the

Court by the Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers against the appellants, W. Parker & Son, for that they, being persons upon whom the agreement was binding, had committed a breach thereof in that they had employed one Wake on the work of a motor mechanic and had not paid him the wage prescribed by the agreement. The appellants at the hearing of the complaint before the Industrial Magistrate admitted that they had employed Wake as alleged and that they had not paid him the wage prescribed by the said agreement. It was submitted that the appellants were not persons upon whom the agreement was binding, inasmuch as (1) they were not parties thereto, and (2) they were not engaged in an industry to which the agreement relates. The Magistrate found that the appellants were engaged in an industry to which the agreement relates and imposed a penalty. There is no finding as to what that industry was. This appeal is based mainly upon the grounds that the Magistrate was in error in so finding. The question so raised involves for its determination the construction of the words used in Section 40 of the Industrial Arbitration Act, 1912-1925, and particularly as to the meaning of the words "engaged in any industry to which it relates." The word "industry" is used in the Act in many ways. There is nothing to preclude its being given its ordinary meaning as applied to the subject matter with regard to which it is used. The object of the Legislature, in my opinion, was to enable agreements to be so made as to ensure that the interests of persons mutually engaged should be protected or given furtherance to. If my view is the correct one, then the common object which it is sought to attain by the combined efforts of the employer and the worker indicates the industry in which they are engaged. If that object be the making of bricks then the industry is that of brickmaking, and that is the industry to which the agreement relates. Unless that common object be the determining factor then it is impossible to define the industry to which the agreement relates. If for the purpose of Section 40 the vocation of the worker is the determining factor, then it would appear that the driver of a horse-drawn vehicle which transports human remains to their last resting-place is in the same industry as the driver of the horse-drawn vehicle which transports animal bodies from an abattoir to the shop of a retail butcher; they are both engaged in horse-driving and both transport dead bodies from one place to another. The evidence was that the appellants were the owners of and engaged the man Wake to work in a garage. A garage is commonly known as a place where motor cars are housed, cared for and repaired. The fact that Wake was employed to keep in order the motors used in such garage would no doubt justify him in being classified as a motor mechanic, but it does not support the conclusion that he was engaged in the sawmilling industry. In my opinion the Industrial Magistrate was in error in holding that the agreement in this case, having been given the effect of an award and made a common rule, its application was thereby extended to every enterprise in which motor mechanics were employed to keep motors in order. In my opinion the appeal must be allowed.

NORTHMORE, J.: I agree.

Appeal allowed, with costs, and order of Magistrate set aside.

Solicitors for the appellants: Jackson, Leake & Co.

Solicitors for the respondents: Dwyer, Durack and Dunphy.

Agreements (Industrial) registered during the Quarter.

SHOP ASSISTANTS AND WAREHOUSE EMPLOYEES (GERALDTON).

(Registered 26th October, 1926.)

(*Amendment of Industrial Agreement No.* 11 *of* 1926.)

No. 32 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-25," made this 20th day of October, One thousand nine hundred and twenty-six, between The Shop Assistants' and Warehouse Employees' Industrial Union of Workers, W.A. (Geraldton Branch) (hereinafter called "the Union"), of the one part, and William Oswell; Frank Green & Co.; Sydney Fong & Co.; Carter & Co.; Millars' Timber and Trading Company, Ltd.; Bell & Co.; C. & H. Locke; Ezywalkin; E. Snell; Jos. Johnston; and The Geraldton District Co-operative Society, Ltd., being persons, firms, or companies carrying on wholesale and retail businesses in the State of Western Australia (hereinafter called "the Employers"), of the other part: Whereas an Industrial Agreement, numbered 11/1926, was made on the 10th day of March, 1926, between the Union and the Employers, registered at the Court of Arbitration of Western Australia.

Now it is hereby agreed by and between the parties hereto:

1. That Industrial Agreement numbered 11/1926 be and the same is hereby amended in the following particulars, namely:—

That Clause 1, "Area," be deleted and the following substituted:—

Clause 1.—*Area*: This Agreement shall be limited in its effect to the area comprised within a radius of fifteen miles from the P.O., Geraldton.

2. Clause 2, "Term," be deleted and the following clause substituted:—

Clause 2.—*Term*: The term of this Agreement shall be for three years from the 10th day of March, one thousand nine hundred and twenty-six: Provided that after the expiration of twelve months from the commencement hereof, or after the expiration of any subsequent period of twelve months, any term or terms herein may be reviewed, revised, and amended by agreement of the parties hereto: Provided also that any party hereto may, after the expiration of twelve months from the commencement hereof, or after the expiration of any subsequent period of twelve months, make application to the Court of Arbitration to vary any term or terms hereof.

3. Clause 3, "Definitions": Subclause (d) only be deleted and the following subclause substituted:—

Subclause (*d*): The term "carter" shall mean an employee engaged only in driving a horse or motor vehicle for General Stores, Dairy Produce Stores, Produce Stores, and Wholesale Warehouses.

In witness whereof the parties hereto have hereunto set their hands, this twentieth day of October, 1926.

The Common Seal of the Shop Assistants' and Warehouse Employees' Industrial Union of Workers (Geraldton Branch) was hereto affixed in the presence of—

R. W. COOK,
President.

[L.S.]

W. T. WINSTON,
Secretary.

Signed for and on behalf of William Oswell, in the presence of—
E. H. Hall

WM. OSWELL.

Signed for and on behalf of Frank Green & Co., in the presence of—
E. H. Hall.

FRANK GREEN.

Signed for and on behalf of Sydney Fong & Co., in the presence of—
E. H. Hall.

SYDNEY FONG.

Signed for and on behalf of Carter & Co., in the presence of—
E. H. Hall.

CARTER & CO.,
George Brown.

Signed for and on behalf of Millars' Timber & Trading Co., Ltd., in the presence of—
D. Freedman.

MILLARS' TIMBER AND TRADING COMPANY, LIMITED,
J. Ainsley.

Signed for and on behalf of Bell & Co., in the presence of—
E. H. Hall.

BELL & COY.

Signed for and on behalf of C. & H. Locke, in the presence of—
R. Bourke.

C. J. LOCKE.

Signed for and on behalf of Ezywalkin, in the presence of—
D. Freedman.

EZYWALKIN, LIMITED,
L. A. Brumby, Director.

Signed for and on behalf of E. Snell, in the presence of—
E. H. Hall.

p.p. E. SNELL,
H. C. Stubbs.

Signed for and on behalf of Jos. Johnston, in the presence of—
E. H. Hall.

JOS. JOHNSTON.

Signed for and on behalf of Geraldton District Co-operative Society, Ltd., in the presence of—
E. H. Hall.

THE GERALDTON AND DISTRICT CO-OPERATIVE SOCIETY, LTD.,
Dan. Dyer, Manager.

HANDLING WHEAT, ETC. (GERALDTON).

(Registered 29th October, 1926.)

No. 33 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," the 21st day of October, one thousand nine hundred and twenty-six, between John Darling and Son; Louis Dreyfus and Company; Dalgety and Company, Limited; and the Westralian Farmers, Limited (hereinafter called "the Employers"), of the one part, and the Australian Workers' Union (Westralian Branch) Pastoral and Agricultural Industrial Union of Workers (hereinafter called "the Union"), of the other part: Witnesseth, that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Area.*—The Agreement shall apply to workers engaged in the handling, lumping, and stacking of wheat, including sewing, rebagging, and laying dunnage inside of the Railway Yards at Geraldton.

2. This Agreement shall take effect as from the 21st day of October, 1926, and shall continue in force for a period of three years; provided that at any time after the expiration of twelve months from this date either party may make application to the other party to amend or vary this Agreement; provided that thirty days' notice is given by one to the other parties to the Agreement.

3. *Hours.*—Forty-four hours shall constitute a week's work, and any time worked in excess of these hours shall be classified as overtime and paid for at overtime rates. The hours of work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on the first five days of the week, and 8 a.m. to noon on Saturdays.

4. *Wages.*—(a) Basic Wage of £4 5s. per week. (b) The rate of pay for wheat lumping or Tally Clerks shall be 3s. 3½d. per hour; when engaged handling sleepers to be used as dunnage, or sewing of bags, the rate shall be 2s. 6d. per hour.

5 *Overtime.*—From 5 p.m. to 6 p.m., 4s. per hour. From 6 p.m. to 7 p.m., 6s. 9d. per hour. From 7 p.m. to 8 p.m., 4s. per hour. Saturday, from 1 p.m., 4s. 9d. per hour.

6. *Holidays, Ordinary.*—New Year's Day, Foundation Day, Easter Monday, Boxing Day, and King's Birthday.

7. *Holidays, Extraordinary.*—Christmas Day, Good Friday, Labour Day, and Sunday.

8. *Meal Hours.*—Breakfast from 7 a.m. to 8 a.m.—6s. 9d. per hour. Dinner from 12 noon to 1 p.m.—5s. 11d. per hour. Tea from 6 p.m. to 7 p.m.—6s. 9d. per hour. In cases where the work for the day commences at 7 a.m., the rate for the hour until 8 a.m. shall be ordinary overtime, viz., 4s. per hour; only in cases where the worker is employed prior to 7 a.m. in the forenoon shall the breakfast hour rate apply.

9. *Holiday Rates.*—The rates of pay for work done on holidays shall be, extraordinary holidays—6s. 6d. per hour; ordinary holidays—5s. per hour.

10. *Conditions.*—When engaged handling wheat five men and a Stacker shall constitute a gang; where an elevator is in use six men and a Stacker.

When men are ordered to work, a minimum rate of two hours shall be paid for.

All men employed to be members of the A.W.U., if available.

Employees shall not carry wheat more than 12 bags in height.

Richey's corner, opposite the Freemasons' Hotel, shall be considered the place to pick up, between the hours of 7.30 a.m. and 8.30 a.m. in the forenoon, and between the hours of 1 and 2 p.m. in the afternoon; all men engaged to commence work at the appointed hour.

11. The rates embodied in this Agreement are subject to variation as per the Waterside Workers' Federal Award.

12. In the event of a dispute arising the Agreement will be subject to the ruling of the Industrial Court.

Signed for and on behalf of Louis Dreyfus and Co., in the presence of—

BOGLE BROS.,
per A. C. Bogle.

Signed for and on behalf of The Westralian Farmers, Limited, in the presence of—

M. Fruin.

THE WESTRALIAN FARMERS, LTD.,
H. E. Braine.

Signed for and on behalf of Dalgety & Co., Limited, in the presence of—

A. C. Bogle.

ERNEST H. BREDE,
Contractor for.

Signed for and on behalf of John Darling and Son, in the presence of—

R. Wilson.

WILCOX, MOFFLIN, LIMITED,
A. E. Bailey, Jun.

The Common Seal of the Australian Workers' Union (Westralian Branch) Pastoral and Agricultural Industrial Union of Workers was hereunto affixed in the presence of—

Leslie J. Sharp.

A. J. WATTS,
[L.S.] Secretary A.W.U.

TAILORING (GERALDTON).

(Registered 11th November, 1926.)

No. 34 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 1st day of November, 1926, between the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the one part, and Joseph Johnston, M. Gershen, F. Jeffery (hereinafter called "the Employers"), of the other part: Witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree, the one with the other, as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to employers and workers engaged in the Tailoring Industry in order work, which, without limiting its meaning, shall include amongst other items the following work:—

(a) Bespoke work;
(b) Garments cut to individual measure;
(c) Garments that are fitted on;
(d) Garments cut to chart measure.

Provided, that in the case of all uniforms tendered for by contract, where they are not less than twenty-five garments of one particular kind and description, notwithstanding they be cut to single measure, they may be made according to Ready-made Clothing rates and conditions (plain jackets to rank as sacs, and plain tunics to rank as pagets), but must be given to each individual worker in quantities of not less than three garments of one particular kind and description at a time.

2. *Hours.*—Forty-four hours shall constitute a week's work and shall be worked within the following hours:—On five days of the week, 8 a.m. to 6 p.m.; on Saturday, or such other day on which the half-holiday is usually observed, between 8 a.m. and 1 p.m.

3. *Mid-day Meal.*—In no circumstances shall less than three-quarters of an hour be fixed for the time of the mid-day meal.

4. *Overtime.*—Within the hours fixed and worked at the employers' request:—

(a) Any worker (piece or weekly) who, within the hours fixed for beginning and ending work is employed in excess of the hours fixed for any one day, shall be paid for such excess time as follows:—

(i) Weekly Hands, time and a-half;
(ii) Piece Workers:—
Males: 11d. per hour on time worked, in addition to ordinary piece-work rates.
Females: 7½d. per hour on time worked, in addition to ordinary piece-work rates.

(b) No apprentice under the age of sixteen years shall be worked overtime.

5. *Overtime.*—Outside the hours fixed at the employers' request—

(a) Any time worked outside the ordinary working hours shall be paid for as follows, with the addition of 1s. to provide a meal:—

(i) Weekly Hands, time and a-half.
(ii) Piece Workers:
Males: 11d. per hour on time worked, in addition to the piece-work rates.
Females: 7½d. per hour on time worked, in addition to the piece-work rates.

(b) No apprentice under the age of 16 years of age may be worked overtime, but an apprentice over sixteen years of age may be worked overtime, with his or her consent.

(c) No work shall be performed during the ordinary meal time.

(d) When females or apprentices are employed for a period of more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction of pay.

6. *Holidays.*—All weekly workers, including apprentices, whether in a city or elsewhere, shall be entitled to the following holidays without deduction of pay:—New Year's Day, Anniversary Day, King's Birthday, Christmas Day, and Boxing Day, or such other days as by law or otherwise are observed in the State in lieu of the said days respectively.

7. *Payment for work on Sundays or holidays worked at the Employer's request.*—(a) Any worker who is employed on a Sunday or any holiday provided for herein shall be paid at the rate of ordinary time in addition to his weekly rate.

(b) Piece-workers employed on Sundays or holidays shall be paid at log rates and, in addition, at the rate provided for weekly workers for the time worked.

8. *Distribution of Work.*—Employers shall in slack times observe turns for weekly and piece-workers (including out-door workers) for coat, sac, trouser, and vest hands in the respective classes of garments: Provided that journeymen and journeywomen having apprentices shall be allowed, in their turn, extra work equivalent to the wages of the apprentices during the time the turn system is in operation. The employer shall keep in the workroom a true record of every turn, which shall be open to the inspection of the workers.

9. *Regulation of Out-work.*—All work shall be done in the workshop provided and controlled by the employer, except where a permit shall be given by the Chief Inspector of Factories, which permit shall only be given after due notice of the application therefor shall be served on the Union. Such notice shall be given by registered letter and only in the following cases:—

(a) Where the person to whom it is proposed to give such work is unable to work on the employer's premises by reason of infirmity, old age, or domestic ties.

(b) Lack of accommodation on the employer's premises; provided that in such case the employer shall not have more than one such outdoor worker to every ten indoor workers or fraction thereof.

(c) Persons doing outdoor work shall not employ labour except that of members of their own family resident with them.

(d) Persons doing outdoor work shall not work for more than one employer, except by the consent of the Chief Inspector of Factories.

(e) Such outdoor workers shall be paid for at the piece-work rates provided for by this Agreement.

(f) Outdoor workers shall be provided, free of charge, with cotton, silk, thread, and all other sewings and trimmings used in manufacturing garments.

10. *Term.*—This Agreement shall continue in force for a period of three years from the date hereof: Provided that at any time after the expiration of twelve months from such date the Court may alter or amend the same on the application of any party or person affected by its provisions.

11. *Area.*—This Agreement shall apply over the area comprised within a radius of 15 miles from the Post Office, Geraldton.

12. *Wages.*—The minimum rate of wage payable under this Agreement to workers (other than duly registered apprentices and probationers working for a weekly wage) shall be ascertained according to the following schedule:—

Basic wage: Males, £4 5s. Females, £2 5s. 11d.

Order Tailoring: Journeymen.

	Per week. £	s.	d.
(1) Cutters, viz., males employed marking or cutting out garments	5	12	6
(1a) Foremen	5	12	6
(2) Trimmers, viz., males employed marking or cutting out linings or trimmings	5	2	6
(3) Fitters, viz., males employed fitting up garments	5	2	6
(4) Tailors, viz., males employed making garments	5	2	6
(5) Machinists, viz., males employed machining garments	5	2	6
(6) Pressers, viz., males employed pressing any part of a garment	5	2	6
(7) All others	4	16	3

Order Tailoring: Journeywomen.

(1) Cutters, viz., females employed marking or cutting out garments	5	11	4
(2) Trimmers, viz., females employed fitting up garments	5	1	4
(3) Fitters, viz., females employed fitting up garments	5	1	4
(4) Pressers, viz., females employed pressing any part of a garment	5	1	4
(5) Body and dress coat hands, viz., females employed making any part of frock coat, of all descriptions, dress coats, Inverness morning coats, liveries, coatees, military officers' coats, cassocks, pulpit and bar gowns	5	1	4
(6) All other coat hands, viz., females employed making any part of a coat other than those mentioned in the immediately preceding Subclause (5)	3	3	10
(7) Machinists	3	3	10
(8) Trouser Hands, viz., females employed making any part of trousers	2	15	10
(9) Vest Hands, viz., females employed making any part of vest	2	14	5½
(10) All other females, viz., females employed in any work not specially classified	2	14	5½

(10a) Female charge hands, 1s. per diem extra when in charge of three or more workers.

The minimum wage payable to an apprentice shall be:—

Males:

	Per week. s.	d.
To the Machining:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	27	4
Sixth 6 months	33	6
Seventh 6 months	46	4
Eighth 6 months	59	3
To the Coatmaking:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	27	4
Sixth 6 months	33	6
Seventh 6 months	39	8
Eighth 6 months	46	4
Ninth 6 months	53	1
Tenth 6 months	59	3
To the Pressing:		
First 6 months	19	4
Second 6 months	25	9
Third 6 months	32	2
Fourth 6 months	38	8
Fifth 6 months	45	1
Sixth 6 months	51	6
Seventh 6 months	57	11
Eighth 6 months	64	5

Females:

To the Coatmaking:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	25	9
Sixth 6 months	30	11
Seventh 6 months	36	1
Eighth 6 months	41	3
Ninth 6 months	46	4
Tenth 6 months	51	6
Trouser, Vest or Skirt making:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	26	9
Sixth 6 months	33	6
To the Machining:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	25	9
Sixth 6 months	32	5
Seventh 6 months	39	2
Eighth 6 months	46	4

Males and Females:

Fitting up and Trimming:		
First 6 months	12	11
Second 6 months	15	5
Third 6 months	18	0
Fourth 6 months	20	7
Fifth 6 months	27	4
Sixth 6 months	33	6
Seventh 6 months	46	4
Eighth 6 months	59	3

13. *Piece-work Rates*:

Males by 3.03 per cent. up to £4 2s. 6d.; over £4 2s. 6d. add 2s. 6d.

Females by 3.03 per cent. up to £2 4s. 7d.; over £2 4s. 7d. add 1s. 4d.

Signed, sealed, and delivered by The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth.

W. M. PENFOLD,
President.

[L.S.]

ANNIE WARREN,
Secretary.

Signed by the said Joseph Johnston, in the presence of—
D. Freedman.

JOSEPH JOHNSTON.

Signed by the said M. Gershen, in the presence of—
D. Freedman.

MORRIS GERSHEN.

Signed by the said F. Jeffery, in the presence of—
FRANK JEFFERY.

MENTAL HOSPITAL EMPLOYEES.

(Registered 12th November, 1926.)

No. 35 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 21st day of October, 1926, between the Honourable Chief Secretary for the State of Western Australia (hereinafter referred to as "the Minister"), and the Metropolitan Mental Hospital Employees' Industrial Union of Workers (hereinafter referred to as "the Union"): Whereby it is agreed by and between the parties hereto as follows:—

1. *Term.*—The currency of this Agreement shall be twelve months from the first day of July, 1926.

2. *Area and Scope.*—This Agreement shall apply to workers specified who are employed by the Minister at the Hospital for Insane, Claremont, the Reception Ward for Mental Cases, Whitby Falls Hospital for the Insane, and Greenplace Hospital for Insane, and Inebriates' Home.

3. *Definitions.*—(a) "Attendant" means any person engaged in nursing, caring for, and working with insane patients, but he or she shall not be called upon to perform any duty which is at ordinary times performed by other than a mental attendant, except in a case of sickness or emergency, or when, in the opinion of the Medical Superintendent, it is reasonably impracticable to provide other relief.

(b) "Charge Attendant" means the one attendant who is appointed by the Inspector General to be a charge attendant in charge of any ward in the Hospital for the Insane at Claremont, except Wards 1, 2, 3, and 4, X Block.

(c) "Head Attendant" means the worker appointed to the position of head attendant at the Claremont Hospital for the Insane.

(d) "Deputy Head Attendant" means a worker appointed to the position of a deputy head attendant.

(e) "Cook" means any person appointed as cook at any of the Hospitals referred to in Clause 2.

(f) "Head Laundress" means the worker in charge of the laundry at the Claremont Hospital.

(g) "Laundress" means a worker employed in the laundry at Claremont Hospital.

(h) "Lodgekeeper" means the worker in charge of the lodge gates at Claremont Hospital.

(i) "Gardeners" means workers employed as gardeners in the grounds of the Claremont Hospital.

4. *Hours.*—There shall be no fixed hours of duty for dairy farm hands, head attendant, deputy head attendant, housekeeper, or deputy matron, whose existing hours of working shall continue. For all other workers, excepting the quarryman and tradesmen's assistant, the ordinary hours of duty shall be forty-eight (48) per week of seven days, to be worked in six shifts of eight hours each. The ordinary working hours for the quarryman and tradesmen's assistant shall be forty-four per week.

5. *Overtime.*—Except in regard to dairy farm hands, head attendant, deputy head attendant, housekeeper, or deputy matron, all time worked in excess of eight hours in any one shift shall be classed as overtime and paid for as follows:—

First two hours: Time and a quarter; thereafter: time and a half. Provided, that where the overtime is necessitated through the attendance of the staff at concerts, picture shows, or other amusements for the patients, or where the overtime is necessitated through the failure of another member of the staff to report for duty when rostered, the above conditions shall not apply, and equivalent time off shall be allowed in lieu thereof.

6. *Holidays.*—(a) All male and female attendants, including head attendant, charge attendants, and deputy matron shall be granted four weeks' leave on full pay on completion of each year of service; other workers, except farm hands, quarryman, tradesmen's assistant, and gardeners, shall be granted two weeks on full pay (together with board and lodging allowance, if the worker is living in) on completion of each year of service.

Farm hands, quarryman, and gardeners shall be granted nine days' leave on full pay (together with board and lodging allowance, if the worker is living in) on completion of each year of service.

In addition to the above, workers (excepting the tradesmen's assistant) shall be granted the following five public holidays, viz.: Christmas Day, Boxing Day, Good Friday, New Year's Day, and Labour Day, or a day off in lieu thereof. Any worker entitled to public holidays shall, except at the request of the worker, receive at least twenty-four (24) hours' notice when such worker shall take the holiday due.

Twelve paid holidays per annum shall be granted to the tradesmen's assistant; provided always, that Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, and Labour Day shall be taken as they come as portion of the holidays. The balance of six days shall be granted as annual leave, at the convenience of the Inspector General. When service is less than twelve months, holiday pay shall be, after one month's continuous service, in proportion as the length of service is to the full number of holidays for the twelve months. This subclause relates only to the tradesmen's assistant.

(b) Annual leave may, at the request of the worker, and with the approval of the Inspector General, be allowed to accumulate for two years, but no longer.

(c) Any worker, after six months' continuous service, shall be entitled to the foregoing holidays in proportion as the length of service is to the full number of holidays for the twelve months. Provided that any worker who may resign or be dismissed from the service shall be entitled to payment for any holiday which may be due under this clause at the time of resignation or dismissal: Provided always, that if the worker be dismissed for any offence, no payment for annual leave or holidays will be granted for any period subsequent to the date of the offence.

7. *General Conditions.*—(a) Provided that existing conditions as to number and class of patients continue, there shall be two attendants on night duty in the following wards:—

No. 1 Hospital, Male Ward 3, Claremont;
No. 2 Male Ward, Claremont Hospital;
No. 4 Male Ward, Claremont Hospital;
Observation Wards, Perth Public Hospital.

(b) Rosters shall be for fortnightly periods.

(c) Every attendant shall be given the opportunity of acquiring by experience a thorough knowledge of hospital duties.

8. *Sick Leave.*—In the case of illness contracted on duty, provided a medical certificate is supplied, full pay shall be allowed for the first fourteen days of such illness in each financial year. Should a longer period of sick leave be required, the question of extending full pay will be at the discretion of the Inspector General; subject to the limitation that such pay shall not exceed the amount provided for in Public Service Regulations. This clause shall not apply to the quarrymen or tradesmen's assistant.

9. *Travelling Time.*—A worker, when travelling on duty away from his or her home station or headquarters, shall not by reason of such travelling suffer any interruption of the continuity of his or her pay for ordinary working hours in each day, but no overtime shall be allowed for time occupied in travelling. Workers detailed for duty at Perth Mental Ward will travel to and from duty in their own time.

10. *Travelling Allowance.*—Workers when travelling on duty outside the Metropolitan Area shall be paid a travelling allowance of ten shillings (10s.) per twenty-four hours: Provided there shall be a deduction of one-fourth of the said allowance for each item of expense of breakfast, lunch, dinner, or bed not necessarily incurred in any day. The allowance shall be computed from the time of leaving the worker's headquarters. The items of breakfast, lunch, dinner or bed will not be allowed if the worker leaves headquarters after or returns before 8 a.m., 1 p.m., 6 p.m., and midnight. An additional allowance of 20 per cent. shall be allowed a worker for time spent in the area East of Merredin.

11. Prior to going on night duty an attendant shall, wherever practicable, come off duty at 4 p.m. and go on at 11.30 p.m. the same night.

12. An allowance of two shillings and sixpence shall be made and stimulant provided, when required, for any attendant carrying out mortuary duties in connection with *post mortem* examinations.

13. If a worker is formally charged under Section 187 (a) of "The Lunacy Act, 1903-20," with an offence, he shall be given at least twenty-four hours' notice in writing, prior to the hearing, in which to prepare his defence, but this shall not prejudice the power under the Act of immediate suspension.

14. While existing conditions continue in regard to the number and class of patients in Ward 2 (Female side), an additional nurse shall be employed there from 4 p.m. to 9 p.m.

15. *Uniforms.*—Uniforms shall be supplied in accordance with the present practice. These will be supplied to the female staff either as completed garments or as material. If supplied as material, a sum of five shillings shall be allowed for the complete making up of each uniform. Caps and aprons will be supplied as completed articles. Gardeners: An oilskin coat shall be supplied to gardeners every two years.

16. *Emergency Clause.*—The Inspector General and the Medical Superintendent, or whoever for the time being may be in charge of any Mental Hospital in Western Australia may, at his or her discretion, take such measures as may in his or her opinion be necessary for the protection, safety, or welfare of the patients, the staff, or the Institution, and all instructions issued in pursuance of such special measures shall promptly and faithfully be carried out by all members of the staff to whom such instructions may be issued, and this shall be done without regard to whether or not such instructions may be in accordance with this Agreement.

17. *Higher Duties.*—Any worker called upon to perform work carrying a higher minimum than his regular pay shall, subject to the hereinafter mentioned provisions be paid such higher minimum for the time engaged upon such higher work: Provided that the higher rate shall not apply to members of the nursing staff, unless a full shift is worked in the higher capacity, and shall not apply to other workers unless more than a full shift is worked in the higher capacity. In cases where the higher duties are caused owing to a worker being absent through sickness, if the absent worker is in receipt of full pay, the higher rate shall not be paid for the first four weeks.

18. *Old and Infirm Workers.*—Any worker who by reason of old age or infirmity is unable to earn the wages prescribed herein, may be paid such lesser wage as may from time to time be agreed upon between the Union and the Inspector General or his representative, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the Secretary of the Union stating his desire that such wage shall be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker, after twenty-four hours' notice in writing shall have been given by him to the said Secretary, who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the Secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and, after the expiration of the said period, until the rate shall have been again fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may, in writing under his hand, appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

19. *Rates of Wages.*—Workers covered by this Award shall be paid the following rates:—

	Males, Per annum. £
Attendants.	
1st year's service	223
*2nd year's service	238
*3rd year's service	250
*4th year's service	263
5th to 7th year's of service	263
8th to 10th year's of service	277
After 10 years of service	289
Charge Attendant	307
Deputy Head Attendant	321
Head Attendant	339

	Females, Per annum, with board and lodging. £
1st year's service	92
*2nd year's service	100
*3rd year's service	108
*4th year's service	117
5th to 7th year's of service	127
After 7 years' service	137
Charge Nurse	155
Deputy Matron	167

*The rates of pay provided for 2nd, 3rd, and 4th year's service are contingent upon the examinations prescribed in Regulations being passed.

While existing conditions continue, an allowance of sixpence (6d.) per shift shall be paid to attendants who at 4 o'clock p.m. take charge of the Wards in Main and X Blocks.

An allowance of one shilling (1s.) per shift shall be paid to the roundsman on duty in the Main Block from 11.30 p.m. to 7.30 a.m., and sixpence (6d.) per shift shall be paid to the roundsman in X Block between 11.30 p.m. and 7.30 a.m.

	Per annum. £
Lodgekeeper, Claremont (with quarters, light, wood, water, and fuel)	166
Hall Porter, Claremont	233
Stewards, Claremont	228

Cooks:	Per week. £ s. d.
Senior Male Cook at Claremont	5 15 0
Other Male Cooks at Claremont	4 19 0
Male Cook at Whitby Falls	3 17 0

and board and lodging.

(Note.—It is agreed by the parties that this cook shall be relieved by an attendant when on holidays or sick leave.)

Female Cook at Greenplace—£2 2s. 8d. per week and board and lodging.

(Note.—It is agreed by the parties that this cook when on holidays or sick leave shall be relieved by another member of the staff.)

Gardeners:	Per week. £ s. d.
Head Gardener, Claremont	5 7 0
Gardener's Labourer	4 7 0
Vegetable Gardener	4 13 0

Dairy Farm Hands and Farm Hands at Whitby—£4 19s. 2d. per week of seven days, and two half days per week off.

	Per week. £ s d.
Quarryman (present duties to continue) ..	5 0 0
Tradesmen's Assistant (present duties to continue)	4 11 0

Housekeeper—£155 per annum.

Housemaids—£1 10s. 2d. per week and board and lodging.

Head Laundress, Claremont—£2 15s. 2d. per week with board and lodging.

Other Laundresses—£2 0s. 2d. per week with board and lodging.

Seamstress—£3 5s. 2d. per week.

When workers who are not entitled to board and lodging "live in," a charge of £1 3s. 4d. per week will be made for board and lodging.

When on annual leave, workers who are provided with board and lodging shall be granted an allowance for the period of leave at the rate if £1 3s. 4d. per week.

20. This Agreement is based on a basic wage of 85s. per week for males and forty-five shillings and elevenpence per week for females.

Signed by the said Chief Secretary,

J. M. DREW.

Witness: F. I. Bray.

Signed for and on behalf of the Mental Hospital Employees' Union—

JOHN MADDIGAN,
President.

[L.S.]

J. W. BURGESS,
Secretary.

Witness: E. H. Gray.

CARPENTERS AND JOINERS (SOUTH-WEST LAND DIVISION).

(Registered 23rd November, 1926.)

No. 36 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925" (hereinafter called "the Act"), this twenty-sixth day of October, one thousand nine hundred and twenty-six, between Perth City Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers (hereinafter called "the Union"), of the one part, and M. Ellyard, N. G. Wells, J. A. Proctor, J. H. Morris, S. W. Hawkes, D. Brown, and others, of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree, the one with the other, as follows:—

1. *Wages*:

(a) Basic wage—£4 5s. per week.

(b) Minimum wage—The minimum rate of wage payable to any carpenter or joiner shall be:—

	Per hour. s. d.
I. (a) When employed in shops or mills ..	2 6 9/11
(b) When sent out to fix or erect work in, on or about buildings which has been made in such shops or mills	2 6 9/11
II. When employed on building construction other than the abovenamed ..	2 8½

The above rates shall be inclusive of the holiday and tool allowances hitherto provided for, and no claim shall be made by the Union for such allowances.

Journeymen carpenters and journeymen joiners, including shop or mill carpenters and joiners, when working in dust-laden atmosphere caused by the use of materials for insulating, deafening, or pugging work (as, for instance, pumice, charcoal, silicate of cotton or any other substitute), or working on insulating work in an average temperature of forty-five degrees or under, shall be paid not less than threepence per hour in addition to the rate prescribed.

In chemical and manure works journeymen carpenters and journeymen joiners engaged on all repairs and renewals on superphosphate mixing plants and pyrites furnaces shall receive one and one half-pence per hour additional to the rate prescribed.

Nothing herein contained shall in itself operate to reduce the wage of any worker who is at present receiving above the minimum rate herein prescribed.

2. *Casual Employees*: Any employee who is employed for a period of less than five consecutive working days, exclusive of hours of overtime worked, shall be classed as a casual employee, and shall be paid threepence per hour extra for the time employed. Provided that this clause shall not apply in the case of a worker dismissed for misconduct or incompetence or owing to weather conditions.

3. *Leading Hands*: An employee who is in charge in a shop or on a job of four or more journeymen, and a journeyman setting out work on a job or in the mill for four or more journeymen, shall be deemed a leading hand, and shall be entitled to receive one shilling and sixpence per day additional to the rate prescribed in Clause 1 hereof.

4. *Country Work*: When any worker is sent by his employer or is engaged by his employer to go to a job at such a distance that he cannot return to his home each night, unless the employer shall provide board and lodging, he shall be paid, in addition to his regular wages, 6s. per day for the first seven days, and 30s. per week thereafter. The employer shall pay all fares and travelling time. Provided that such travelling time shall be limited to eight hours in any one day. The

employer shall also provide free transport for the employee's tools.

5. *Hours*: Forty-four hours shall constitute a week's work. Such hours shall be worked as follows:—On the first five days of the week between 8 a.m. and 5 p.m.; and on Saturdays between 8 a.m. and 11.45 a.m. Provided that the lunch interval on each Friday shall be restricted to 45 minutes.

6. *Overtime*: All work performed after the usual time for ceasing duty shall be paid at the rate of time and a half for the first two hours and double time thereafter. Any employee who is called upon to work overtime for more than two hours without receiving notice of such overtime on the previous day shall be paid an allowance of two shillings for a meal, or shall be supplied by the employer with a reasonable meal in lieu of such payment. Any employee who has left the premises in which he is employed and is recalled to work after the usual ceasing time for less than one hour, shall receive payment for one hour at overtime rates. If an employer requires an employee to work during the usual meal time he shall allow to such employee a period equal to the usual meal time for the purpose of having his meal. For all work done at the request of the employer after 12.30 p.m. by an employee who has not had the usual time allowed for a meal, and for all work done at the request of the employer before the expiration of the usual meal time, the employer shall pay double time.

7. *Holidays*: All work performed on Sunday, New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Labour Day, and Anzac Day shall be paid for at the rate of double time.

An employee required to work on the day fixed by the Union as Picnic Day (being not more than one day in each year) shall be paid at the rate of double time.

8. *Travelling Time*: During the hours of work all travelling time from and to the employer's place of business, or from one job to another, shall be paid for by the employer at ordinary rates. The employer shall pay all fares in connection with such travelling.

9. *Payment of Wages*: When a worker is discharged at or before the usual pay time he shall then be paid all wages due to him. Payment of wages shall be made on or before Friday of each week within fifteen minutes of the usual time for ceasing work. An employer shall not keep more than one day's pay in hand.

10. *Safe Keeping of Tools*: The employer shall provide a place for the storing and safe keeping of his employee's tools when not in use.

11. *Provision of Appliances*: The employer shall provide the following tools when they are required on the job: Dogs and cramps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, gluepots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons and spanners from three-quarters of an inch and upwards. The employer shall provide on all jobs suitable sanitary conveniences, and boiling water ready for meal times where it is necessary.

12. *Employee presenting himself and not engaged*: When notice is given to an employee by his employer, or his responsible representative, to present himself for work and he attends where so directed and his services are not required for reasons other than those due to weather conditions, such employee shall be paid five shillings in addition to any expenses necessarily incurred in travelling to and from the job.

13. *Grinding Time*: When an employee who has been employed for six consecutive working days is discharged he shall be allowed two hours for grinding tools, or shall receive two hours' pay in lieu thereof. The employer shall provide for the use of his employees a suitable grindstone on any job where such grindstone is reasonably necessary, together with the required power (hand or driven) for turning same, provided that the necessary power or labour is available.

14. *Interviewing Workers*: The Secretary or any duly authorised official of the Union shall not be prevented by any employer from visiting and conversing during meal times with the members of the Union on any job or in any shop.

15. *Record Book*: The employer shall make and keep a record showing the name of each worker and the hours worked by and the amount paid to each worker. Such record shall be signed by the worker and shall be open for inspection by the representative of the Union during working hours.

16. *Piece-work*: A worker employed on piece-work shall be paid at least the minimum rate of wages.

17. *Under-rate Workers*: Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer, and in default of such agreement being reached within twenty-four hours after such worker shall have applied in writing to the Secretary of the Union stating his desire that such wage shall be agreed upon, such wage shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker after twenty-four hours' notice in writing shall have been given by him to the said Secretary, who shall, if he so desire, be heard by the Magistrate upon such application. After having given notice to the Secretary, and after lodging the application mentioned, and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

18. *Posting Notices*: No employer shall prevent an official of the organisation at any time from posting a copy of this Award, or any notice of the organisation not exceeding fourteen inches by nine inches, in a suitable place on any job.

19. *Definition*: The term "carpenter and joiner" shall mean an employee engaged upon the erection, repair, ornamentation, or any form of constructional work, as well as the making, preparing, and fixing of all necessary woodwork and fittings in connection therewith, including metal shop fronts and fittings.

20. *Apprentices*: (a) In this Agreement the term "apprentice" means an apprentice duly registered with the Clerk of the Court in accordance with the provisions of this clause, and the term "probationer" means a person working as apprentice on probation of whose probationary period notice has been given to the Clerk of the Court in accordance with the provisions of this clause: Provided that an apprentice or probationer shall be deemed to be duly registered during the period of fourteen days allowed for registration.

(b) Any employer hereafter taking a probationer or an apprentice shall, within fourteen days thereafter, duly register such probationer or apprentice by giving notice thereof to the Clerk of the Court in the prescribed Forms 1 (a) and 1 (b) in Appendix hereto.

(c) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every two or fraction of two journeymen employed by him.

(d) For the purpose of ascertaining the number of apprentices allowed to be taken at any time the number of journeymen employed shall be deemed to be the

average number of journeymen employed on all working days of the six months immediately preceding such time.

(e) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful. Such probationary period shall be deemed portion of the period of apprenticeship.

(f) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice, he shall be allowed to transfer the apprentice to complete his term with another employer; but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced (Form 2 in Appendix hereto).

(g) The following provisions shall apply in respect of all apprenticeships:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this agreement and shall, subject to the provisions of subclause (n), pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 6 in the Appendix hereto) to show that he has served his apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and to pay the rate of wages prescribed by this Agreement, according to the total length of time served, and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer, in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevertheless give him a certificate for the time actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(4) When an apprentice is discharged for cause, the employer shall send notice in writing of the discharge, and the cause thereof, to the said Clerk of the Court (Form 3 in Appendix hereto).

(5) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(6) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed, at the employer's expense, to enable such apprentice to reach the necessary standard.

The minimum wage payable to an apprentice shall be:—

	Per week. £	s.	d.
(h) During the first year of his term ..	0	18	2
During the second year of his term ..	1	3	11
During the third year of his term ..	1	18	6
During the fourth year of his term ..	2	17	2
During the fifth year of his term ..	3	12	9

(i) Every apprentice shall be bound to submit himself to examination by a Board of Examiners, hereinafter constituted, once in each year of his service when called upon by the Clerk of the Court so to do (Form 4 in Appendix hereto), and shall in each year of his apprenticeship attend at the Technical School the classes for instruction in the trade covered by this Agreement.

(j) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at such place as shall be from time to time appointed by the Clerk of the Court, and it shall be the duty of each employer to supply such necessary material and machinery as may be required, and in all ways facilitate the conduct of the examination.

(k) The examination will be held in the month of November in each year. The Board of Examiners shall consist of one person skilled in the trade, to be nominated by the workers' union; one person skilled in the trade, to be nominated by the employers, and one person to be nominated by the Director of Education, or, failing such nomination or nominations, such person or persons as may be appointed for that purpose by the Court. The examiners shall examine the work of and inquire into the diligence of each apprentice, and as to the opportunities provided by the employer to each apprentice to learn.

(l) The examiners shall report to the Court in writing as to the result of the examination.

(m) The Clerk of the Court shall supply to each candidate the result of his examination (Form 5 in Appendix hereto), and it shall be lawful for any employer to withhold the increase in wages accruing in any year in accordance with the scale set forth in Subclause (h) hereof from any apprentice who fails to satisfy the examiners at the examination for that year referred to in Subclause (k), or (until he has completed the carpentry course) fails to obtain from the Technical School a certificate that he has during the year passed an annual examination in carpentry at the school. The employer shall pay the fees payable to the Technical School.

(n) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this Agreement under Section 97 of the Act, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(o) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

21. *Area*: This Agreement shall have effect throughout the South-West Land Division of the State of Western Australia, excluding the locality comprised within a radius of 14 miles from the General Post Office in the City of Perth.

22. *Term*: The term of this Agreement shall be for three years from the date hereof: Provided, however, that any party hereto may, after the expiration of twelve months from the commencement of this Agreement, or at the end of any subsequent twelve months therefrom, make application to the Court of Arbitration for a variation hereof.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that....., of....., has entered my service on probation as an apprentice to the.....branch of the Carpentry and Joinery Trade, on the.....day of....., 19 .

Dated the.....day of....., 19 .

.....Employer's Signature.

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned apprentice ....., of....., has entered the service of the undersigned (Employer)....., of....., as an apprentice to the.....branch of the Carpentry and Joinery Trade.

The term of service began on the.....day of ....., 19 .

Dated the.....day of....., 19 .

.....
Signature of Apprentice.

.....
Signature of Parent or Guardian.

.....
Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that....., who entered my employ as an apprentice on the.....day of ....., 19 , has been transferred to the employment of.....

Dated the.....day of....., 19 .

.....
Signature of former Employer.

.....
Signature of new Employer.

Witness.....

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the Carpentry and Joinery Trade....., who entered my service on the.....day of....., 19 .

The cause of the said discharge was.....

Dated the.....day of....., 19 .

.....
Signature of Employer.

Form 4.

To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the.....branch of the Carpentry and Joinery Trade at the next examination of apprentices.

Dated the.....day of....., 19 .

Name.....

Address (where employed).....

Form 5.

I hereby certify that....., of....., has satisfied the Examiners of his competence in the .....branch of the Carpentry and Joinery Trade at the examination proper to the.....year of his service as apprentice.

Dated the.....day of....., 19 .

.....
Clerk of the Court of Arbitration.

Form 6.

Western Australia.

Certificate of Competency.

This is to certify that....., of....., has served his full apprenticeship to the..... branch of the Carpentry and Joinery Trade.

.....
Signature of Employer.

This is to certify that the abovenamed Apprentice has passed all examinations in accordance with the Award of the Court of Arbitration.

Dated the.....day of....., 19 .

.....
.....
.....
Signatures of the Board of Examiners.

Nothing herein contained shall in itself operate to reduce the wage of any worker who is at present receiving above the minimum rate herein prescribed.

As witness the hands of the parties hereto the day and year first before written.

The Common Seal of the Amalgamated Society of Carpenters and Joiners of Australia Industrial Union of Workers (Perth City Branch) was hereto affixed in the presence of,—

[L.S.]

W. M. COOK,
President.

E. KETTERER,
Secretary.

Witness: George Ingram.

M. ELLYARD,
Builder, South Perth.

Witness: E. Ketterer.

PROCTOR & MORRIS,
Builders and Contractors,
Tambellup.

J. A. Proctor.

J. H. Morris.

Witness: E. Ketterer.

N. G. WELLS,
Builder, Katanning.

Witness: A. Hartley.
Carpenter, Katanning.

S. W. HAWKES,
Builder, Narrogin.

Witness: E. Ketterer.

D. C. BROWN,
Builder, Narrogin.

Witness: E. Ketterer.

S. CRESSWELL,
Scadden Street, Bassendean.

Witness: W. M. Cook.

J. JOHNSTON,
Harvey.

Witness: W. M. Cook.

J. G. HOUGH,
Builder, Bunbury.

Witness: E. Ketterer.

NILSSON & BANTING,
Builders, Bunbury.

Witness: E. Ketterer.

HY. DOYLE,
Builder, Collie.

Witness: E. Ketterer.

EDMONDSON BROS.,
per C. Edmondson,
Builders, Northam.

Witness: W. S. West.

EVAN J. PIKE,
Builder, Merredin.

Witness: E. Ketterer.

JAS. R. PARKER,
Builder, Merredin.

Witness: E. Ketterer.

S. BONUM,
Builder, Merredin.

Witness: E. Ketterer.

J. A. McKAY,
Builder, Kellerberrin.

Witness: E. Ketterer.

SANATORIUM EMPLOYEES—WOOROLOO.

(Registered 27-11-26).

(*Variation of Industrial Agreement No.* 57 *of* 1925.)

No. 37 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 23rd day of November, 1926, between the Hon. Chief Secretary for the State of Western Australia and the Hospital Employees' Industrial Union of Workers (Coastal Branch), whereby it is mutually agreed to vary the terms of Industrial Agreement No. 57 of 1925 to bring such Industrial Agreement into conformity with the basic wage declaration of the Court of Arbitration, namely, 85s. per week for adult males and 45s. 11d. per week for adult females.

1. Clause 5, Sub-clause (*b*): Delete the figures "24s." and "8s." and substitute in lieu thereof "25s. 9d." and "8s. 7d." respectively.

2. Clause 7: Delete the clause and substitute in lieu thereof the following:—

Wages to be paid from the 1*st July*, 1926.

	Per month. £	s.	d.
Orderlies, with board and lodging ...	12	16	9
Orderlies, with quarters only	16	11	1
Head Cook (female), with board and lodging	13	8	0
All other female Cooks, with board and lodging	9	16	4
Head Maid, with board and lodging ...	7	9	5
Seamstress, with board and lodging ...	10	15	11
All other female Workers, with board and lodging	6	15	9
Laundry Staff:			
Head Laundress, with board and lodging	10	5	2
Adult Laundress, with board and lodging	8	2	3
Washhouse-man, with board and lodging	13	19	2
Kitchen-man, with board and lodging	13	9	9
Assistant Storeman, with board and lodging	12	16	9
Male Cooks:			
	Per week. £	s.	d.
First Cook, with board and lodging ...	4	1	0
Second Cook, with board and lodging	3	7	0

Signed by the Chief Secretary for the State of Western Australia.

J. M. DREW.

In the presence of:
F. I. Bray.

Signed by the Hospital Employees' Industrial Union of Workers (Coastal Branch).

THOS. C. BIRNIE,
President.

[L.S.]

J. W. BURGESS,
Secretary.

In the presence of:
S. Miller.

BOOTMAKERS (METROPOLITAN).

(Registered 3-12-26).

No. 38 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this nineteenth day of November, one thousand nine hundred and twenty-six, between Pearse Bros., Limited; Goode, Durrant & Co., Limited; West Australian Boot Co.; Berryman's, Limited; Samuel Trigger (W.A. Slipper Factory), and G. Underwood (Eclipse Slipper Co.), hereinafter called "the Employers," of the one part, and the Boot Trade of Western Australia Industrial Union of Workers, Perth (hereinafter called "the Union"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope and Area of Agreement.*—This agreement shall apply to the Boot and/or Slipper-making Industry, and shall be limited in its effect to an area comprised within a radius of 14 miles from the General Post Office, Perth.

2. *Hours.*—Forty-four hours shall constitute a week's work, to be worked in five days, from Monday to Friday inclusive. The ordinary hours of work shall not exceed 8 hours 48 minutes on each day, between the hours of 7·30 a.m. and 5·30 p.m. Each employer may fix a starting time for his own factory, and such starting time, when fixed, shall not be altered without a month's notice.

3. *Wages.*—(Adults):

	Per week. £	s.	d.
(*a*.) Basic Wage—Males ...	4	5	0
Females ...	2	5	11

(*b*.) The minimum rates of wages payable to workers shall be:—

	Per week. £	s.	d.
Journeymen	5	1	3
Journey-women	2	12	0

4. *Overtime.*—Overtime shall be paid for at the rate of time and a quarter for the first two hours, and time and a-half thereafter. All overtime shall start at the usual time for knocking off on each day at the factory. Double time shall be paid for working on any of the following holidays whenever observed in the State:—New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day. The employer's factory may be worked, when necessary, on Saturdays provided that two consecutive Saturdays shall not be worked without first obtaining permission to work the second Saturday from the Secretary of the Union. Saturdays must be paid for at the rate of time and a quarter.

5. *Apprentices.*—(*a.*) In this Agreement the term "apprentice" means an apprentice duly registered with the Clerk of the Court, in accordance with the provisions of this clause, and the term "probationer" means a person working as apprentice on probation of whose probationary period notice has been given to the Clerk of the Court, in accordance with the provisions of this clause: Provided that an apprentice or probationer shall be deemed to be duly registered during the period of fourteen days allowed for registration.

(*b.*) Any employer hereafter taking a probationer or apprentice shall, within fourteen days thereafter, duly register such probationer or apprentice by giving notice thereof to the Clerk of the Court, in the prescribed form (Forms 1 (*a*) and 1 (*b*) in Appendix hereto).

(*c.*) If at the date of this Agreement any employer is employing any person as an apprentice or a probationer who has not been duly registered as such, he shall register such apprentice or probationer within fourteen days thereafter.

(*d.*) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three journeymen or fraction of three journeymen employed by him.

(*e.*) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the number of journeymen employed shall be deemed to be the average number of journeymen employed on all working days of the six months immediately preceding such time.

(*f.*) The term of apprenticeship shall not be less than three years, and not more than five years. A probationary period of three months previous to being bound shall be lawful. Such probationary period shall be deemed portion of the term of apprenticeship.

(*g.*) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice he shall be allowed to transfer the apprentice to complete his term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced. (Form 2 in the Appendix hereto).

(*h.*) The employer shall teach the apprentice one at least of the following functions or processes:—

(i.) Clicking;

(ii.) Stuff cutting and preparing bottom stuff for makers;

(iii.) Making—The apprentice shall be taught to make by hand as a basis;

Where the factory contains the necessary machinery the apprentice shall also be taught the use of four machines, two of which shall be selected from the following ten machines:—(1) Pulling-over machines; (2) Lasting machines; (3) Stuff-laying machines; (4) Blake sewing machines; (5) Welting machines; (6) Rough rounder and channelling machines; (7) Rapid or fair stitching machines; (8) Sole-levelling machines; (9) Screwing machines; (10) Heeling machines.

(iv.) Finishing:—

(*a.*) Right through by hand; or

(*b.*) Heel and edge trimmer, and any other two machines; or

(*c.*) Edge trimmer and edge setter, and any other two machines.

All the above operations by hand or machines are to be carried out on the employer's method when not otherwise specified.

(v.) Slipper Making:—

The apprentice shall be taught to make a slipper throughout.

(*i.*) The following provisions shall apply in respect of all apprenticeships:—

(1.) The employer shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this Agreement, and shall, subject to the provisions of Sub-clause (*c*), pay the apprentice the rate of wage herein provided.

(2.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 5 in the Appendix hereto) to show that he has served his apprenticeship. Should the employer at any time before the termination of the term of the apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and to pay the rate of wages prescribed by this agreement, according to the total length of time served, and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall, nevertheless, give him a certificate for the time actually served.

(3.) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(4.) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge and cause thereof to the said Clerk of the Court (Form 3 in the Appendix hereto).

(5.) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(6.) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

(*j.*) The minimum wage payable to an apprentice shall be:—

When the commencing age is over 18 years:—

	Per week. s.	d.
During 1st year	28	10
During 2nd year	37	2
During 3rd year (1st half year) ...	52	5
During 3rd year (2nd half year) ...	60	6

When the commencing age is 17 years—

During the 1st year	19	7
During the 2nd year	28	10
During the 3rd year	37	2
During the 4th year (1st half year)	52	5
During the 4th year (2nd half year)	60	6

When the commencing age is 16 years or under—

	per week. s.	d.
During the 1st year	16	0
During 2nd year	19	7
During 3rd year	28	10
During 4th year	37	2
During 5th year (1st half year) ...	52	5
During 5th year (2nd half year) ...	60	6

(*k.*) Every apprentice shall be bound to submit himself to examination by a Board of Examiners, hereinafter constituted, once in every year of his service, when called upon by the Clerk of the Court so to do.

(*l.*) The Clerk of the Court shall notify the examiners of the names and addresses of all candidates required to submit themselves to examination. The examination shall be held at such place as shall be from time to time appointed by the Clerk of the Court, and it shall be the duty of each employer to supply such necessary material and machinery as may be required, and in all ways facilitate the conduct of the examination.

(*m.*) The examination will be held in the month of June in each year. The Board of Examiners shall consist of one person skilled in the trade, to be nominated by the Workers' Union, one person skilled in the trade, to be nominated by the employers, and one person to be nominated by the Director of Education, or, failing such nomination or nominations, such person or persons as may be appointed for that purpose by the Court. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(*n.*) The examiners shall report to the Court in writing as to the result of the examination.

(*o.*) The Clerk of the Court shall supply to each candidate a certificate showing the result of his examination (Form 4 in the appendix hereto), and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in sub-clause (*j*) hereof from any apprentice who fails to satisfy the examiners.

(*p.*) If the examiners report to the Court that any em ployer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed, *prima facie*, guilty of a breach of this Agreement, under Section 97 of the Act, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(*q.*) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

6. *Boys, other than Apprentices.*—No lad not apprenticed shall be employed or retained in employment after he has attained the age of sixteen, or on any work other than is comprised under the following heads: Errands, sweeping, last-carrying, sorting and slipping lasts, heel nail feeding and building, drawing tacks, inking heels and edges, socking and sizing, tacking up stuff and putting in shanks, and bottom-filling or skiving shanks and stiffeners, and putting in followers and branding.

7. *Girls, other than Learners.*—Free girls may be employed in slipper-making only on any of the following classes of work, namely:—Tieing, pomming and packing. Provided that no girl upon attaining the age of 17 years shall be so employed.

8. *Female Learners*:

(*a.*) Female learners may be employed in the proportion of three learners to every journeywoman employed and receiving not less than £2 12s. per week.

(*b.*) The rates of wages for female learners shall be as follows:—

	per week s.	d.
1st 6 months experience	15	7
2nd 6 ,, ,, ...	19	6
3rd 6 ,, ,, ...	24	8
4th 6 ,, ,, ...	26	9
5th 6 ,, ,, ...	29	10
6th 6 ,, ,, ...	32	2
7th 6 ,, ,, ...	35	10
8th 6 ,, ,, ...	38	8

and thereafter the minimum wage for journeywomen.

9. Nothing herein contained shall entitle an employer to reduce the wages of any worker employed by him who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

10. *Weekly Payments.*—Each employee shall at least once in each week be paid moneys due up to the night previous to pay day. Any employee working only a portion of a week must be paid before ceasing work for that week, and all payments to be made in working hours.

11. *Termination of Employment.*—The engagement of a worker may be terminated upon the employer giving such worker two days' notice that his or her services shall no longer be required. Such notice may be given at any time during the week, and the employer shall be liable only for payment of wages up to the time of the expiration of such notice of termination of employment.

12. *Suspension of Work.*—Two days' notice shall be given of suspension of work or that any worker will not be wanted to attend at the factory, and the employer shall be liable only to payment of wages up to the time of the expiration of such notice. If at any time work is suspended or a worker is told that he or she will not be wanted to attend at the factory without such two days' notice having been given, a worker shall, nevertheless, be entitled to two days' pay, or to payment for such less time as work may be suspended or the worker is not wanted to attend at the factory respectively, unless the suspension of work arises from some cause beyond the employer's control, in which case, the employer shall not be liable to pay any worker for the time during which work is so suspended. Workmen shall give notice to their employer when they desire to be absent from work, except in case of sickness or emergency beyond their control.

13. *Female Workers.*—No female worker shall be employed in the clicking, making, finishing, or stuff-cutting department, except in socking, dressing, or boxing or working the Fortuna Skiver on either upper or sole leather.

14. *Grindery, etc.*—Employers shall find all grindery, workshops, and light, and serve out all colours and materials used in connection with the trade.

15. *Posting Notices.*—Every employer may allow such shop notices and Union notices as he shall consider unobjectionable to be posted up in an accessible place at the entrance to the factory.

16. *Hot Water.*—Employers shall provide employees with hot water free of charge for use at lunch time.

17. *Piece-work.*—Piece-work is hereby abolished.

18. *Certificates.*—An employer shall give to the employee leaving the employer a certificate setting out the length of service worked by such employee.

19. *Term.*—The term of this Agreement shall be three years from the date hereof; provided, however, that any party hereto may, after the expiration of twelve months from the commencement of this Agreement, or at the end of any subsequent twelve months therefrom, make application to the Court of Arbitration for a variation thereof.

20. *Aged and Infirm Workers.*—A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lesser rate, which shall be agreed upon, in writing, between the worker and the Secretary of the Union. If, within seven days of being notified of the worker's desire to work at a lower rate of wages than that prescribed the said Secretary and the worker are unable to agree upon a lower rate, then the worker may apply, in writing, to the nearest Resident or Police Magistrate to fix such lower rate of wages. The worker shall give such Secretary two days' notice of his intention to apply to the Magistrate, and the said Secretary or his agent may attend and oppose the application. The Magistrate may fix the rate of wages, and his decision shall be final. Any worker whose wage shall have been so fixed may work for and be employed by any employer for such less wage for the period until fourteen days' notice in writing shall have been given him by the said Secretary requiring

his wage to be again fixed in the manner prescribed in this clause: Provided that always the employer shall not employ more than one such incompetent worker to every four competent workers on the minimum wage in any factory.

21. *Holidays.*—Every worker shall be entitled to a holiday on full pay at the rate of two-thirds of a day per calendar month. Such holiday may be allowed to accumulate and may be taken as and when the ordinary public holidays usually observed in this State occur. Should the service of a worker terminate at any time he or she shall receive payment in lieu of such accrued holiday as may be due to him or her under this clause.

22. *Power to visit factory.*—Once weekly the employer's factory may be visited by the Union Secretary during working hours.

23. *Definitions.*—"Journeyman" means a male adult worker receiving not less than £5 1s. 3d. per week; "Journeywoman" means a female worker receiving not less than £2 12s. per week.

24. *Deductions.*—No deduction shall be made from the wages of any employee for charities or raffles, or for more than actual time lost by them.

APPENDIX.

Form 1 (*a*).

To the Clerk of the Court of Arbitration.

Please take notice that....., of....., has entered my service on probation as an apprentice to the..... branch of the.....Trade, on the .....day of....., 19.....

Dated the.....day of....., 19.....

.....

Employer's signature.

Form 1 (*b*).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned apprentice..... ....., of.....has entered the service of the undersigned (Employer)..... ....., of....., as an apprentice to the.....branch of the .....Trade.

The term of service began on the.....day of ....., 19.....

Dated the....., day of....., 19.....

.....

Signature of Apprentice.

.....

Signature of Parent or Guardian.

.....

Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that....., who entered my employ as an apprentice on the.....day of....., 19....., has been transferred to the employment of.....

Dated the.....day of....., 19.....

.....

Signature of former Employer.

.....

Signature of New Employer.

Witness.....

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the.....Trade..... who entered my service on the..... day of..... ....., 19.....

The cause of the said discharge was.....

Dated the.....day of....., 19.....

.....

Signature of Employer.

Form 4.

To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the .....branch of the..... Trade at the next examination of apprentices.

Dated the.....day of....., 19.....

Name .....

Address (where employed).....

Form 5.

I hereby certify that.....of .....has satisfied the examiners of his competence in the.....branch of the .....Trade, at the examination proper to the..... year of his service.

Dated the.....day of....., 19.....

.....

Clerk of the Court of Arbitration.

Form 6.

Western Australia.

CERTIFICATE OF COMPETENCY.

This is to certify that.....of ....., has served his full apprenticeship to the.....branch..... Trade.

.....

Signature of Employer.

This is to certify that the above-named apprentice has passed all examinations in accordance with the Award of the Court of Arbitration.

Dated the.....day of....., 19.....

.....

.....

.....

Signatures of Board Examiners.

As witnesseth the hands of the parties hereto the day and the year first before written.

The common Seal of the Boot Trade of Western Australia Union of Workers, Perth, was hereto affixed in the presence of:— [L.S.]

HENRY TAYLOR,
President.

Witness: A. Mills.

JAMES ARTHUR LAKE,
Secretary.

Witness: A. Mills.

Signed for and on behalf of Pearse Bros., Limited: Pearse Bros., Limited.

A. G. PEARSE,
Director.

Witness: S. H. Hubbard.

Signed for and on behalf of Goode, Durrant & Co., Ltd. } For and on behalf of Goode, Durrant & Co., Ltd.
G. P. SCHOOLAR, Director.
Witness: ALEX. MACKAY.

Signed for and on behalf of West Australian Boot Co. } The West Australian Boot Manufacturing Co.
W. R. TAPLIN, Manager.
Witness: R. R. CANDISH.

Signed for and on behalf of Berryman's, Ltd. } For and on behalf of Berryman's, Ltd.
F. H. EASTMAN, Director.
Witness: M. DUNCAN.

Signed for and on behalf of Samuel Trigger (W.A. Slipper Factory) } S. TRIGGER.
Witness: T. FORRISTAL.

Signed for and on behalf of G. W. Underwood (Eclipse Slipper Co.) } G. W. UNDERWOOD.
Witness: T. FORRISTAL.

POLICE—STATE OF WESTERN AUSTRALIA.

(Registered 9th December, 1926.)

Amendment of Agreement No. 25 of 1926.

No. 39 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this eighth day of December, 1926, between the Honourable John Collings Willcock, M.L.A., Minister for Police for the State of Western Australia (hereinafter referred to as "the Minister"), acting on behalf of the State, of the one part, and the Western Australian Police Union of Workers (hereinafter referred to as "the Union"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

Whereas an Agreement was made on the twelfth day of July, 1926, between the aforesaid parties, and registered in pursuance of the said Act on the 23rd day of July, 1926, numbered No. 25/26, it is now agreed between the parties that the said Agreement shall be varied by deleting clause number one and inserting in lieu thereof the following clause:—

This Agreement shall remain in force until the 31st day of January, 1927.

In witness whereof the said parties to the Agreement have hereunto set their hands and seals this day of December, 1926.

J. C. WILLCOCK,
Minister for Police.

Signed by the Minister of Police in the presence of—
Evan Thomas.

The Common Seal of the Western Australian Police Union of Workers was hereto lawfully affixed by—

N. McGOWAN.
[L.S.] C. NELSON.

HOSPITAL EMPLOYEES (EASTERN GOLDFIELDS).

(Registered 10th December, 1926.)

No. 40 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act of 1912-1925," this eighth day of November, one thousand nine hundred and twenty-six, between the Honourable the Chief Secretary for the State of Western Australia, of the one part, and The Hospital Employees' Industrial Union of Workers (Eastern Goldfields Branch), of the other part: Whereby it is mutually agreed as follows:—

1. *Area.*—The Agreement shall be limited in its effect to the area comprised within a radius of 14 miles from the Central Post Office in Kalgoorlie.

2. *Term.*—The term of the Agreement shall be for a period of twelve months from the 1st July, 1926.

3. *Hours.*—The hours to be worked shall be as follows:—

(a) Laundry Staff—Forty-four hours per week, to be worked between the hours of 8 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and between 8 a.m. and noon on Saturday, or in such other manner as may be mutually agreed upon between the Secretary of the Union and the Resident Medical Officer.

(b) Orderlies (Mental Ward)—48 hours per week.

(c) All other staff—Forty-eight hours per week, to be worked on any six days of the week.

4. *Overtime*—

(a) Laundry Staff—All time worked in excess of forty-four hours per week to be regarded as overtime and paid for at the rate of time and a half.

(b) Orderlies (Mental Ward)—For all time worked in excess of forty-eight hours per week, overtime shall be paid at time and a half.

(c) All other employees—For all time worked in excess of forty-eight hours per week, to be worked on any six days in the week, overtime shall be paid at the rate of time and a half.

(d) Employees called upon to work in the venereal clinic at night in addition to ordinary duties, shall for time so worked during the night be paid at time and a half rates.

5. *Holidays*—

(a) The following days shall be observed as holidays, namely:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Foundation Day, Labour Day, Christmas Day, Boxing Day, and Anzac Day. Any employee required to work on the foregoing days shall be paid at the rate of time and a half, or be allowed time off in lieu thereof.

(b) A holiday of two weeks on full pay, together with board and lodging allowance of £1 5s. 9d. per week, shall be granted to each employee on completion of each year of service. An employee not completing one year of service shall be granted pay in lieu of holiday in proportion to the length of his or her service: Provided that this clause shall not apply in the case of any employee summarily dismissed for misconduct or dereliction of duty.

6. *Sick Leave.*—Conditions as at present observed in the Kalgoorlie Hospital to continue.

7. *Wages*—

Orderlies—£3 4s. 3d. per week, or £13 18s. 6d. per month, with board and lodging.

Orderlies, Mental Ward—£3 9s. 8d. per week, or £15 2s. per month, with board and lodging.

Outdoor orderly, who is a boiler attendant and plant attendant, etc., £4 18s. 11d. per week, or £21 8s. 8d. per month, without board and lodging.

Orderlies performing special duties such as night calls, shaving for surgical purposes orderly, mortuary orderly, V.D. orderly, splint maker, instrument attendant, in charge of receipt and issue of stores, and when employed driving motor ambulance or horse, to be paid at the rate of 5s. (five shillings) per week extra.

	With board and lodging. Per week. £ s. d.	Per month. £ s. d.
Laundry Staff:		
Head Laundress	2 15 10	12 2 0
Laundry workers, including ironers and wash-house women	2 5 2	9 15 9
Kitchen Staff:		
First cook	2 18 11	12 15 4
Assistant cook	2 10 8	10 19 6
Kitchenmaid	1 16 4	7 17 5
Scullerymaid	1 16 4	7 17 5
General Staff:		
Waitress	1 16 4	7 17 5
Housemaid-waitress ..	1 16 4	7 17 5
Pantrymaid	1 16 4	7 17 5
Housemaid	1 16 4	7 17 5
Wardsmaid	1 16 4	7 17 5
Relieving maid	1 16 4	7 17 5

Gardener, £4 10s. per week; £19 10s. per month, without board and lodging.

Workers whose wages are computed on living-in basis and are required to live out, shall receive £1 5s. 9d. per week in addition to the rate specified. If required to lodge out only, they shall be paid 8s. 7d. per week in addition to the rate specified.

8. *Engagement.*—One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer may at any time dismiss an employee for refusal or neglect to obey orders, or for misconduct, or, if, after receiving one week's notice, he does not carry out his duties in the same manner as he did prior to such notice.

9. *Payment of Wages.*—Wages, including overtime, if any, shall be paid twice monthly, and such payment shall be made in cash

10. *Dressing Room.*—Reasonable facilities for rest rooms for those boarding-in shall be provided.

11. *Uniforms.*—All uniforms (*i.e.,* uniformity in dress) shall be supplied free of cost to all male workers required to wear them. Female workers to be supplied with 18 (eighteen) yards of uniform material and 12 (twelve) yards of apron material per year.

12. *Casual Workers.*—All persons engaged for a period of less than six days in any week shall be paid ten per cent. on the wages paid in cash in addition to the rates prescribed, with a minimum engagement of one day. Provided this shall not apply in the case of an employee summarily dismissed for misconduct.

13. *General Clauses*—

(a) No female workers shall be called upon to clean men's lavatories in or about the hospital.

(b) An employee required to take a day off duty not already shown on the roster for such day must be so informed before booking off the day previous.

(c) All washing to be provided as at present.

(d) Space shall be provided at the employees' quarters for the purpose of posting union notices.

(e) A worker who is required to do work which is entitled to a higher rate in this Agreement than that which he or she usually performs shall be entitled to the higher rate while so employed.

(f) Weekly rosters to be kept posted in a convenient place setting out the hours of starting and finishing and the duties of each employee thereon, together with the day each employee is booked off duty. Such roster must be posted not less than twenty-four hours preceding the day on which the roster commences.

(g) A copy of this Agreement shall be placed in a conspicuous position by the Secretary or Chief Resident Officer of the Hospital.

14. Industrial Agreement No. 60 of 1925 is hereby cancelled.

15. This Agreement is based on a basic wage of eighty-five shillings per week in Perth for adult males and forty-five shillings and eleven-pence per week for adult females at Perth.

In witness whereof the parties hereto have set their hand and seal the day and the year first hereinbefore written.

Signed by the said Chief Secretary—
J. M. DREW.

In the presence of—
F. I. Bray.

Signed by the said Hospital Employees' Industrial Union of Workers (Eastern Goldfields Branch).

IVY PIRANI,
Secretary.

A. DAVIDSON,
Chairman.

In the presence of—
John Pirani.

ENGINE-DRIVERS, FIREMEN, AND CLEANERS ON RAILWAY CONSTRUCTION.

(Registered 10th December, 1926.)

No. 41 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this 10th day of December, 1926, between the Honourable the Minister for Works for the State of Western Australia, of the one part, and the Federated Engine-drivers and Firemen's Association (West Australian Branch), of the other part; whereby it is mutually agreed as follows:—

1. *Basic Wage.*—This Agreement is based on a basic wage of 85s. per week for Perth.

2. *Term.*—This Agreement shall remain in force for three years from date hereof: Provided that, after the expiration of twelve months from the date hereof, the Court may amend or revise the Agreement on the application of either of the parties: Provided also, that the rates of pay will be subject to amendment in accordance with the provisions of "The Industrial Arbitration Act Amendment Act, 1925."

3. *Area and Scope.*—This Agreement shall apply only to members of the Association employed by the Minister for Works in and about the construction of railways in the State of Western Australia.

4. *Retirement and Dismissal.*—(a) No worker bound by this Agreement shall leave the service until the expiration of seven days' written notice of his intention to do so.

(b) Except in the case of summary dismissal for misconduct seven days' written notice shall be given by the officer in Charge to any worker whose services are no longer required.

5. *Qualifications*—

(a) Engine-drivers: No person shall be employed as a Locomotive Engine-driver on Railway Construction work unless he holds the necessary certificate required under "The Inspection of Machinery Act, 1921."

(b) Firemen: No person shall be employed as a Loco. Fireman on Railway Construction work who is under 21 years of age and has not also had previous experience as a fireman or has been employed as Loco. cleaner for twelve months.

6. *Wages*—

(a) For a working week of less than 51 hours:—

	Per week. £ s. d.
Loco. Drivers	7 15 0
Loco. Firemen	6 10 0

(b) For a working week of 51 hours and not exceeding 60 hours:—

	Per week. £ s. d.
Loco. Drivers	8 2 6
Loco. Firemen	6 15 0

(c) For a working week exceeding 60 hours and not exceeding 70 hours:—

	Per week. £ s. d.
Loco. Drivers	8 15 0
Loco. Firemen	7 5 0

(d) Loco. Cleaners, £4 12s. per week of 44 hours.

(e) The above rates shall apply within District No. 2, as defined in the Australian Workers' Union Railway Construction Agreement dated 13th May, 1926. When working outside Districts Nos. 1 and 2, as defined in the said Agreement, such additional district allowances (above those prescribed therein for District No. 2) as are prescribed in the said Agreement shall be paid.

(f) Drivers of other than Loco. engines used in connection with Railway Construction work shall be paid in accordance with the Arbitration Court's Award No. 29/38 of 1922, plus the district allowances prescribed in the Australian Workers' Union Railway Construction Agreement before referred to.

7. *Hours*—

(a) For Engine Cleaners the ordinary working hours shall not exceed eight hours on Monday, Tuesday, Wednesday, Thursday, and Friday, or four hours on Saturday; provided that, at the discretion of the Officer in Charge, the hours may be spread over six days of eight hours each and five days of eight hours each in alternate weeks. Saturday to be the "off day" of the five-day week.

(b) The actual time worked in preparing and oiling and stabling engines, also in raising steam and banking fires (where such work is performed by driver and fireman) shall be included in total number of hours worked weekly.

8. *Overtime*—

(a) Engine Cleaners: All time worked by engine cleaners in excess of eight hours on the first five days of the week or in excess of four hours on Saturday shall be paid for at the rate of time and a half, except when 48 hours are worked in alternate weeks, as provided in Clause 7 hereof.

(b) Loco. Drivers, Loco. Firemen, and Engine-cleaners: All time worked on Sundays shall stand alone and be paid for at the rate of double time.

(c) Loco. Drivers, Loco. Firemen, and Engine-cleaners: All time worked on Labour Day, Good Friday, and Christmas Day shall stand alone and be paid for at the rate of double time.

(d) Loco. Drivers and Loco. Firemen: For all time necessarily worked in excess of 70 hours in any week time and a half rates shall be paid, calculated on the wages prescribed in Clause 6 (a).

9. *Holidays*—

(a) Twelve days' paid holidays shall be granted to employees after twelve months' continuous service.

(b) Employees employed for a period of less than twelve months' continuous service shall receive holiday pay as under:—After one month's continuous service, holidays in proportion as the length of service is to the full number of holidays for the twelve months.

(c) Labour Day, Christmas Day, and Good Friday shall be taken as they come and be treated as portion of the holidays prescribed above.

10. *Guaranteed Week's Work.*—Loco. Engine-drivers and Loco. Firemen will be guaranteed a week's work, as prescribed in Clause 6 (a), and Engine Cleaners a week's work of 44 hours.

11. *Fares.*—Each employee shall receive a free fare second class from place of engagement to place of work and return on completion of work; providing his service has been satisfactory to the Officer in Charge.

12. *Payment for Pitching, Striking, and Removing Camp.*—Employees shall be paid at ordinary rates for actual time taken in pitching, striking, and removing camp. This will not apply to removal of camp on completion of work or to removal to new works.

13. *Away from Home Allowance.*—Any worker absent from base camp and unable to return thereto at night shall be granted a meal allowance of two shillings per meal for all meals necessarily purchased on days subsequent to leaving the base camp. In such cases where a camp is not provided by the Department a lodging allowance of two shillings per night shall also be paid. The base camp shall, in all cases, be fixed by the Engineer in Charge.

14. *Preference of Employment.*—Preference of employment in respect of tasks for which rates of wages are specified in this Agreement shall be given to members of the Federated Engine-drivers' and Firemen's Association of Workers of Western Australia, except where it is necessary to employ locomotives and crew who are already controlled by existing lines.

15. *Existing Customs.*—Existing customs and practices will be continued unless the contrary is provided in this Agreement.

Signed by the said Minister for Works—
(Sgd.) ALEX. McCALLUM.

Witness:
(Sgd.) W. S. Andrew.

Signed by the Federated Engine-drivers and Firemen's Association of Employees (West Australian Branch)—
(Sgd.) G. A. BRADSHAW, General President.
(Sgd.) J. BREYDON, General Secretary.

Witness:
(Sgd.) Percy J. Trainer.

WOOL STORES.

(Registered 20/12/26.)

No. 42 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, One thousand nine hundred and twenty-six, between the Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Western Australia (hereinafter called "the Union"), of the one part, and Elder, Smith & Company, Limited; Dalgety

& Company, Limited; Charles Hormann; H. E. Mofflin & Company; Fremantle Wool and Grain Stores, Limited; William Haughton & Company, Limited; Willcox Mofflin, Limited, and the Westralian Farmers, Limited (hereinafter called the "Employers"), of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Area*: This Agreement shall be limited in its effect to the area comprised within a radius of twenty-five miles from the General Post Office, Fremantle.

2. *Term*: This Agreement shall operate as from the day of the date hereof and shall continue in force for a period of three years, subject to the right of either party to apply to the Court of Arbitration at any time after the expiration of twelve months from such date, and at the end of any succeeding twelve months from the date of any such application, to amend this Agreement.

3. *Definitions*: In this Agreement if not inconsistent with the context:—

"Casual hand" shall mean an employee engaged by the hour, and who may be put off or leave his employer's service at any moment without notice: Provided that a casual hand shall be employed for not less than four hours in any one day.

"Weekly hand Piece Picker (Wool)" shall mean a worker engaged by the week and whose employment shall be terminable by not less than a week's notice on either side: Provided that if such worker is engaged between the first day of September of any one year and the twenty-eighth day of February of the succeeding year and is dismissed from his employment between those dates, he shall be regarded as a casual hand and shall be paid the rate of wages applicable to casual hands: Provided further that the foregoing proviso shall not apply to a weekly hand dismissed for misconduct, and in such cases wages shall be paid at weekly hand rates up to the time of dismissal only.

"Weekly hand—other than Piece Pickers (Wool)" shall mean an employee engaged by the week and whose employment shall be terminable by not less than one week's notice on either side and which shall expire on the usual pay day. Such week's notice cannot be continued from week to week. Provided that all such workers engaged between the first day of September in any one year and the twenty-eighth day of February in the next succeeding year for work in wool or hides and skins stores shall be regarded as casual hands, and be paid the rate accordingly.

Provided also that any worker under this Agreement employed during the period commencing on the first day of September in any one year and the twenty-eighth day of February in the next succeeding year and who was engaged as a weekly hand prior to such period for work in wool or hides and skins stores shall not by reason of being transferred during such period from either store to the other be entitled to the benefit of the casual rate of wage.

"Head Classer" shall mean an employee or a foreman in charge who classes for export and packs for appraisement, auction sales, or shipments and takes over country consignments.

"Assistant Classer (Hides and Skins)" means an employee who does similar work to a Head Classer except classing for export, but does not include men engaged in merely sorting skins.

"Assistant Classer (Wool)" shall mean a worker who classes and sorts wool to quality and style.

"Assistant Storeman" shall mean a storeman in charge of a branch store separated from the main place of business.

"Assistant Storeman handling hides" shall mean a storeman in charge of the hide floor.

"Piece Picker (Wool)" shall mean a worker—(a) Separating the clean from the dirty. (b) Separating the large and longer staple pieces and bellies from the short. (c) Taking the rough and the stains from cleaner pieces and separating for colour.

"Leader of Gang" means an employee who throughout the whole week has other storemen working under his supervision notwithstanding that he may be under the supervision of the Head Classer or man-in-charge.

4. *Hours*: Forty-four hours shall constitute a week's work, and shall be worked between the hours of 8 a.m. and 5 p.m. on the first five days of the week and between 8 a.m. and 12 o'clock noon on Saturday.

5. *Overtime*: All time worked prior to the usual starting time and after the usual finishing time shall be paid for at overtime rates. Overtime rates shall be:—For all overtime on the first five days of the week up to 10 p.m., time and a half. After 10 p.m. and until the usual starting time next day, double time. For all time worked on Saturdays after 12 noon and specified holidays, double time. For all time worked on Sundays, five shillings per hour. All work in meal hour (1 p.m. to 2 p.m.) or between 5 p.m. and 6 p.m., double time, and if any employee is asked to return to work at 6 p.m., or on Saturdays after 12 noon without being notified the day previous he shall be paid one shilling and sixpence meal money. Provided that rates for overtime for juniors shall not be less than one shilling and sixpence per hour.

6. *Holidays*: The following days shall be observed as holidays and so far as weekly employees are concerned paid for, namely:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Foundation Day, Labour Day, Christmas Day, Boxing Day, and Anzac Day. Each weekly employee after completion of one year's service as such shall be entitled to one week's holiday on full pay. Provided that a weekly employee not completing one year's service shall be granted pay in lieu of holidays in proportion to the length of service after the expiration of the first month.

7. *Wages*: (i.) Basic wage—£4 5s. per week. (ii.) The minimum weekly rate of wage payable shall be as follows:—

	Per week. £	s.	d.
(a) Head classer and/or man-in-charge of wool, skin, and/or hide store	5	17	0
(b) Assistant classer (wool)	5	9	0
(c) Assistant classer (hides and skins) ..	5	9	0
(d) Assistant storeman handling hides ..	5	5	0
(e) Assistant storeman	5	2	0
(f) Weekly hand, piece picker (wool) ..	4	13	0
(g) Weekly hand handling hides	4	19	0
(h) Skin sorter	4	17	0
(i) All other weekly hands	4	13	0
(j) Casual hands, 2s. 5d. per hour.			
(k) Leader of Gang, 1s. per day or 6s. per week in addition to the above rates.			
(l) Junior weekly hands—			
14 to 15 years of age	1	3	9
15 to 16 years of age	1	9	0
16 to 17 years of age	1	14	3
17 to 18 years of age	2	4	3
18 to 19 years of age	2	15	4
19 to 20 years of age	3	8	6
20 to 21 years of age	4	1	9

Provided that if any junior weekly hand be employed to do any other work than the following, namely: marking, branding, working lift, cleaning up, sweeping, sewing up, elementary classing, or any light work ordered

by the storeman or if he be ordered to handle hides over twenty-five pounds each in weight, or if he be ordered to paint skins, he shall be paid the minimum adult rates.

8. *Proportion of Juniors*: The number of junior workers shall not exceed the proportion of one to every four adults. In computing the number of juniors wool stores and skin stores shall be taken separately.

9. *Higher Duties*: A worker required to do work which is entitled to a higher rate under this Agreement than that which he usually performs shall be entitled to payment at the higher rate whilst so employed.

10. *Changing Time*: Time shall be allowed for changing of clothes, and suitable place provided for men handling hides and skins.

11. *Time and Wages Book*: The employer shall keep and enter up or cause to be kept and entered up a book containing the names of each of his workers to whom the Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which he had been employed. Such book shall be open to inspection by a representative of the Union at least one day in each week between the hours of 10 a.m. and 4 p.m.

12. *Under-Rate Workers*: Any worker who by reason of old age or infirmity is unable to earn the minimum adult wage prescribed by this Agreement may be employed at such lesser wage (if any) as may be agreed upon in writing between the worker and the Secretary of the applicant Union. If within twenty-four hours after the worker has notified the Secretary of his desire to work at a lesser wage than the said minimum the Secretary and the worker do not agree as aforesaid, then the worker may apply to the most convenient resident or police magistrate for a permit to work at such lesser wage. The worker shall give to the Secretary at least twenty-four hours' notice in writing of his intention to make such application to the magistrate, and the Secretary or his agent shall be entitled to attend before the magistrate, and pending the decision thereon in either case the worker shall be entitled to work and be employed at the proposed lesser rate. The magistrate may grant to such worker a permit to work for such wage and for such period not exceeding six calendar months as he thinks fit and his decision in the matter shall be final. The permit shall entitle the worker to work at the wage therein stated for such a period as may be therein stated until the wage shall have again been settled by the magistrate on the application of the said Secretary.

13. *Pay Day*: Wages shall be paid on any one of the first five days of the week.

14. *Engagements*: All labour required in the wool stores for the day to be engaged between 7.30 a.m. and 8 a.m., but in the event of sufficient men not being available at this time the employer shall have the right to engage other labour which may report later in the day. Provided that workers shall be entitled to payment only as from the time at which they are told to report for work.

15. The Industrial Agreement dated the first day of November, One thousand nine hundred and twenty-four, is hereby and with the leave of the Court duly obtained, cancelled as from the date hereof.

In witness whereof the parties hereto have executed these presents the day and year first before written.

FRED. MANN.
[L.S.]

The Common Seal of the Shop Assistants and Warehouse Employees' Industrial Union of Workers was affixed hereto in the presence of—
D. Freedman.

For ELDER, SMITH & CO., LIMITED,
T. E. FIELD,
Manager.

Signed for and on behalf of Elder, Smith, & Company, Limited, in the presence of—
T. Forristal.

DALGETY & COMPANY, LIMITED.
R. A. CAMERON,
Sub-Manager.

Signed for and on behalf of Dalgety & Company, Ltd., in the presence of—
Geo. H. Synnot.

p.p. CHARLES HORMANN.
FRANK CRITCH,
Manager.

Signed for and on behalf of Charles Hormann in the presence of—
Jas. S. Dowling.

H. E. MOFFLIN & CO., LIMITED.
H. E. MOFFLIN.

Signed for and on behalf of H. E. Mofflin & Company in the presence of—
T. Forristal.

THE FREMANTLE WOOL AND GRAIN STORES, LTD.
F. H. HALES,
Managing Director.

Signed for and on behalf of Fremantle Wool and Grain Stores, Limited, in the presence of—
W. P. Burns.

p.p. WM. HAUGHTON & CO.
R. R. SMITH.

Signed for and on behalf of William Haughton & Company, Limited, in the presence of—
C. F. Ashton.

WILCOX MOFFLIN, LIMITED.
W. R. BARWICK.

Signed for and on behalf of Wilcox Mofflin, Limited, in the presence of—
S. Chester.

THE WESTRALIAN FARMERS, LTD.
R. L. DUNMAN,
Secretary.

Signed for and on behalf of The Westralian Farmers, Ltd., in the presence of—
R. S. Boyd.

CLOTHING TRADE (KNITTING).

(Registered 20/12/26.)

No. 43 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, 1926, between Westralian Knitting Mills, Limited; W.A. Knitters, Limited; Perth Knitting Mills, Limited; Superior Knitting Mills (W. Lazenby), and E. Fynmore (hereinafter called the "Employers"), of the one part, and The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth (hereinafter called the "Union"), of the other part, witnesseth that for the consideration hereinafter ap-

pearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement*: This Agreement shall apply to employees engaged in the making of hosiery and all knitted garments, including knitted wool, silk, or artificial silk or cotton.

2. *Hours and Overtime*: (a) The ordinary working hours for all workers shall be forty-four in any week, and such hours shall be worked—

(1) By female workers—between 8 a.m. and 6 p.m. on week days except Saturdays or other days on which the half holiday is usually observed, when such hours shall be worked between 8 a.m. and 1 p.m.

(2) By male workers—at any time during the twenty-four hours of each day from Monday to Friday inclusive, and on Saturdays at any time up till 1 p.m.

(b) Any worker who is employed in excess of the hours fixed for any one day or in excess of forty-four hours for any one week shall be paid at the rate of time and a-half. Each day shall stand alone, with a minimum overtime of one shilling for each day on which overtime is worked, and one shilling tea money shall be paid in addition on each day on which overtime is worked beyond 6 p.m.

(c) Wages shall be paid weekly on any day except Saturday, and shall be paid during working hours.

3. *Distribution of Work*: The employer shall in slack times observe turns for all workers (including outdoor workers) in each section or branch of the industry, provided that journeymen and journeywomen having apprentices shall be allowed on their turn extra work equivalent to the wages of the apprentices during the time the turn system is in operation. The employer shall keep in the workroom a true record of every turn which shall be open to the inspection of the workers.

4. *Outdoor Work*: All work shall be done in the workshops provided and controlled by the employer except as hereinafter provided:—

(1) Should an employer desire to employ or a worker desire to be employed outside the factory, he or she may make application to the Chief Inspector of Factories for a permit.

(2) On receipt of any such application the Chief Inspector of Factories shall send a copy of the application to the secretary of the Union by registered letter.

(3) If the Chief Inspector of Factories is satisfied that—

(a) The person to whom it is proposed to give such work cannot work on the employer's premises owing to old age, infirmity, or domestic ties, or

(b) The accommodation in the employer's factory is fully occupied,

he may grant such permit.

Provided that no employer shall be allowed to employ more than one such worker to every ten or fraction of ten indoor workers, and except for the reasons set forth in subclauses (a) and (b), no permit shall be issued.

(4) Persons doing outdoor work shall not employ labour except members of their family resident with them.

(5) Such outdoor work shall be paid for at the piecework rates provided by this Agreement.

(6) Outdoor workers shall be provided free of charge with cotton, silk, thread, and all other sewings and trimmings used in the manufacture of knitted garments and hosiery.

5. *Wages*:

	Per week. £	s.	d.
(a) Basic Wage—			
Males	4	5	0
Females	2	5	11

(b) The minimum rates of wages payable to workers (other than junior workers, apprentices, and probationers) shall be as follows:—

	Per week. £	s.	d.
Males	4	7	6
Females	2	10	0

Notwithstanding anything herein contained females over twenty-one years of age (not being apprentices or probationers) without prevous experience at the trade may, subject to agreement in writing between the Union and the employer, be employed at the following rates:—

	Per week. £	s.	d.
The first six months	1	11	6
The second six months	1	16	0
The third six months	2	0	0
The fourth six months	2	5	0

And thereafter at the rate of £2 10s.

6. *Piecework*: (a) In the case of piecework the rates paid shall be such as to enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

(b) The employer shall supply to each worker employed on piecework, before the work is put in hand, a docket containing the particulars of and rates to be paid for such work.

(c) In cases where an employer requires from a time worker a minimum quantity of work in return for a specified rate of pay, the following conditions shall be observed:—

(1) The employer shall supply the worker with a docket showing the quantity of work required and the rate at which such work is calculated; or

(2) The particulars shall be posted in a conspicuous place in the factory.

(3) The rate shall be not less than the recognised piecework rate for similar work; or

(4) If there be no recognised piecework rate the rate for the required output shall be such as would enable the worker to earn not less than the minimum wage fixed for a time worker at a similar work under like conditions.

7. *Apprentices*: (a) An apprentice means a worker registered as an apprentice in manner hereinafter provided.

(b) Apprentices may be employed in every section or branch of the trade covered by this Agreement.

(c) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful, and such probationary period shall be counted as portion of the term in the event of the probationer becoming bound.

(d) Any employer hereafter taking an apprentice or probationer shall within fourteen days thereafter register such apprentice or probationer by giving notice thereof to the Clerk of the Court of Arbitration (which Court is hereinafter called "the Court") in the form prescribed in the appendix: Provided that an apprentice or probationer shall be deemed to be duly registered during the said period of fourteen days.

(e) The proportion of female apprentices allowed to be taken by the employer shall not exceed three such apprentices to every one fully paid female worker, and the proportion of male apprentices allowed to be taken by the employer shall not exceed two such apprentices to every one fully paid male worker.

(f) Nothing hereinbefore or hereafter contained shall operate or be construed so as to permit an employer who

is employing his full proportion of junior workers to employ any apprentice also; provided that an employer may employ either apprentices or junior workers or both, but so that the proportion of either or both together shall not exceed in the case of females three to every fully paid female worker or in the case of males two to each fully paid male worker.

(g) For the purpose of determining from time to time whether an apprentice proposed to be taken by an employer is within the number of apprentices allowed to such employer, the following provisions shall have effect. The calendar year shall be divided into quarters and the first days of January, April, July, and October shall be the quarter days. The average number of fully paid workers employed by an employer on all working days of the six months immediately preceding any quarter day shall, for the purpose of this subclause, be taken as and be deemed to be the number of fully paid workers who are employed on such quarter day, and the number of apprentices who may be taken on by an employer at any time shall be based upon the number of fully paid workers so deemed to be employed by such employer on the then last preceding day. Fully paid workers shall mean time workers who are receiving not less than the minimum wage and piecework ers who are earning for a full day's work not less than the minimum for the class of work which they are doing. Provided that for the purpose aforesaid the number of fully paid male workers and the number of fully paid female workers shall be separately ascertained.

(h) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice he shall be allowed to transfer the apprentice to complete his or her term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced. (Form 2 in Appendix hereto.)

(i) The following provisions shall apply in respect of all apprentices:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform, viz., teaching the apprentice the trade, as a duty enforceable under this Agreement, and shall, subject to the provisions of Subclause (10) hereof, pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 5 in the Appendix hereto) to show that he or she has served his or her apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him or her to another employer carrying on business within a reasonable distance of the original employer's place of business who is willing to continue to teach the apprentice and to pay the rate of wages prescribed by this Agreement according to the total length of time served and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he or she shall so misconduct himself or herself as to entitle the employer to discharge him or her, but he shall nevertheless give him or her a certificate for the term actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he wilfully neglects to keep him or her constantly at work, but slackness of work may form a proper ground for transferring him or her to an employer willing to undertake the responsibility of teaching him or her.

(4) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge and the cause thereof to the Clerk of the Court (Form 3 in the Appendix hereto).

(5) The minimum wage payable to an apprentice shall be as follows:—

	Males, per week.	Females, per week.
	£ s. d.	£ s. d.
During the first six months	0 15 9	0 13 1
During the second six months	0 19 8	0 15 9
During the third six months	1 3 7	0 18 4
During the fourth six months	1 7 7	1 3 7
During the fifth six months	1 11 6	1 8 10
During the sixth six months	1 19 4	1 14 1
During the seventh six months	2 7 3	1 16 9
During the eighth six months	2 15 1	1 19 4
During the ninth six months	3 6 11	2 3 3
During the tenth six months	3 18 8	2 3 3

(6) Every apprentice shall be bound to submit himself or herself to examination by a board of examiners hereinafter constituted once in each six months of his or her service when called upon by the Clerk of the Court so to do.

(7) The Clerk of the Court shall notify the board of examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at the place where the apprentice is employed or such other place as the examiners may decide, and it shall be the duty of each employer to produce such necessary material and machinery as may be required and in all ways facilitate the conduct of the examination.

(8) The examination will be held in the months of April and October in each year. The board of examiners will consist of two persons skilled in the particular class of the trade to which the candidate is apprenticed, one of whom shall be nominated by the Union and one by the employers carrying on business within the area to which this Agreement applies, or failing such nomination or nominations such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed upon by them or nominated by the Court or the President thereof at the request of either member, and the decision of such third person shall be final and conclusive. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(9) The examiners shall report in writing to the Court as to the result of the examination.

(10) The Clerk of the Court shall supply to each candidate a certificate showing the result of the examination, and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in Subclause (5) hereof from any apprentice who fails to satisfy the examiners.

(11) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn the employer shall be deemed *prima facie* guilty of a breach of this Agreement under Section 97 of "The Industrial Arbitration Act, 1912-1925," and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(12) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

(13) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(14) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

8. *Respite*: Where females or apprentices are employed for more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the wage, and such interval shall be computed as part of the working time.

9. *Junior Workers*: (a) Junior worker means a worker over the age of fifteen years and under the age of twenty-one years.

(b) Junior workers may be employed in every section or branch of the trade covered by this Agreement.

(c) Junior workers may not be employed by any employer in excess of three such female junior workers for every one fully paid female worker. Male junior workers may not be employed by any employer in excess of two such male junior workers for every one fully paid male worker. For the purpose of this subclause the number of fully paid workers employed by an employer shall be ascertained as provided in Clause 7 (g) hereof, provided that for such purpose the number of fully paid male workers and fully paid female workers shall be separately ascertained.

(d) Nothizg hereinbefore or hereafter contained shall operate or be construed so as to permit an employer who is employing his full proportion of apprentices to employ any junior worker, also provided that the employer may employ other junior workers or apprentices or both, but so that the proportion of either or of both together shall not exceed in the case of females three to each fully paid female worker or in the case of males two to each fully paid male worker.

(e) The minimum rate of wages payable to junior workers shall be as follows:—

	Males, per week.	Females, per week.
	£ s. d.	£ s. d.
First six months	0 15 9	0 13 0
Second six months	0 19 6	0 16 6
Third six months	1 4 0	1 0 0
Fourth six months	1 7 6	1 3 6
Fifth six months	1 11 6	1 7 6
Sixth six months	1 19 0	1 12 0
Seventh six months	2 7 6	1 17 0
Eighth six months	2 15 0	2 2 0
Ninth six months	3 7 0	
Tenth six months	3 18 6	

And thereafter the minimum wage.

10. Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him or her at the date hereof.

11. *Under-Rate Workers*: Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer, and in default of such agreement within twenty-four hours after such worker shall have applied in writing the Secretary of the Union stating his or her desire that such wage should be agreed upon, such wages as shall be fixed by the most convenient resident or police magistrate upon the application of such worker after twenty-four hours' notice in writing shall have been given by him or her to the said Secretary, who shall if he so desires be heard by the magistrate upon such application. After having given notice to the Secretary and after lodging the application mentioned and pending the magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the magistrate shall have effect for a period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have again been fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the magistrate.

12. *Record Book*: A time and wage book shall be kept by each employer, in which book shall be entered the name of each worker paid by time, the nature of the work he or she is doing, the hours worked each day, and the amount of wages received by him or her each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the inspection of the Secretary or organiser of the Union during working hours.

13. *Higher Duties*: A worker engaged in any one day for more than half of such day at work in a higher class than that which he or she is usually engaged in shall be paid for the full day at the highest rate payable for any such work, but if engaged for less than half of a day shall only be paid at the rate fixed for work he or she actually performs. Where a worker is responsible for the work of three or more persons such worker shall receive at least one shilling per day above the minimum wage.

14. *Terminating Employment*: Where the employer gives two working days' notice of any day or days on which the services of a worker will not be required, he shall not be liable to pay any wage for that day or days. In the event of a worker being discharged or leaving within one week of the day on which a holiday occurs he shall be paid for such holiday or holidays. No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where weekly wages are fixed the employee to be entitled to the sum so fixed must be available and ready and willing to do the work on days and during the hours fixed by agreement.

15. *Posting Agreement*: A copy of this Agreement shall be posted by the employer in a prominent place in the workroom.

16. *Normal Average Output*: Where there is a normal average output by a weekly worker and the worker makes more than that amount in the ordinary working hours of any one week, such employee shall be entitled to additional wages for such week for such extra work proportionate to the extra work done in comparison with the normal average output.

17. *Pressing*: No person under the age of sixteen years shall be employed as a presser, provided that this shall not relate to the pressing of hosiery.

18. *Visiting Workshops*: In each factory or workshop the Secretary or other representative of the Union shall be allowed during the lunch time to interview workers in the luncheon room (if one be provided by the employer) and to post notices relating to union matters.

19. *Holidays*: A worker shall be entitled after a week's continuous service to one day's holiday on full pay per month. Such holiday shall be taken on the days hereunder mentioned:—

New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day, and Boxing Day, or on such day or days as are observed by law in the State in lieu of the holidays mentioned above between New Year's Day and Boxing Day, and three working days between the 27th and 31st days of December inclusive. Provided that a worker shall only be entitled to such holidays in proportion to the length of his or her services: Provided further that where the employment of any worker is terminated other than for misconduct such worker shall, after one week's continuous service, be paid a sum calculated at the rate of one day's pay per month in lieu of holdays in proportion to the length of his or her service.

20. *Board of Reference*: (a) For the purpose of this Agreement there shall be a board of reference consisting of two representatives of the employers and two representatives of the Union and a chairman to be mutually agreed upon by such representatives, or in default of such agreement to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(c) If any dispute or question arise in the carrying out of this Agreement between the Union and the employers or any of them it may be referred by either party concerned to the board, and the decision of the board or a majority thereof shall be final and conclusive: Provided that nothing herein contained shall empower the board to vary or amend the rates of wages or any other term or condition set out in this Agreement.

(d) On any matter being referred to the board as aforesaid or at the request of any two members of the board the chairman shall convene a meeting of the board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The chairman shall determine whether any question or dispute properly comes within the province and function of the board.

(f) Any costs or charges attending sittings of the board may be awarded by the chairman against the unsuccessful party.

21. *Area*: This Agreement shall apply over the area comprised within the South-West Land Division.

22. *Term*: This Agreement shall operate from the date hereof and shall continue in force for a period of three years from its date: Provided that after the expiration of twelve months from its date and after the expiration of any subsequent period of twelve months the Court may alter or amend the same on application of any party or person affected by its provisions.

Appendix.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that.....of....., entered my service on probation as an apprentice to the.....branch of the.....trade on the.....day of.....

Dated the.....day of....., 19 .

.....
Signature of Employer.

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned (apprentice) .....has entered the service of the undersigned ((employer)....., of....., as an apprentice to the.....branch of the .....trade.

The term of service began on the.....day of....., 19 .

.....
Signature of Apprentice.

.....
Signature of Parent or Guardian.

.....
Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that....., who entered my employ as an apprentice on the.....day of....., 19 , has been transferred to the employment of.....

Dated the.....day of....., 19 .

.....
Signature of Former Employer.

.....
Signature of New Employer.

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the.....trade....., who entered my service on the.....day of....., 19 . The cause of the said discharge was.....

Dated the.....day of....., 19 .

.....
Signature of Employer.

Form 4.

To the Clerk of the Court of Arbitration.

I hereby certify that....., of....., has satisfied the examiners of his competence in the .....branch of the.....trade at the examination proper to the.....year of his service as apprentice.

Dated the.....day of....., 19 .

Form 5.

This is to certify that....., of....., has served his full apprenticeship in the..... branch of the.....trade.

.....
Signature of Employer.

This is to certify that the above-named apprentice has passed all examinations in accordance with the Industrial Agreement dated the.....day of....., 19 .

.....
Signature of Board of Examiners.

In witness thereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of Westralian Knitting Mills in the presence of—
T. Forristal.
A. WANSBROUGH,
Director.

Signed for and on behalf of W.A. Knitters, Limited, in the presence of—
A. Wansbrough.
R. J. MOORE,
Manager.

Signed for and on behalf of Perth Knitting Mills, Limited, in the presence of—
A. Wansbrough.
A. NICHOLAS,
Manager.

Signed for and on behalf of Superior Knitting Mills in the presence of—
D. Hoare.
A. LAZENBY.

Signed for and on behalf of E. Fynmore in the presence of—
D. Hoare.
CLARA FYNMORE.

The Common Seal of the Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth, was hereunto affixed in the presence of—
WM. PENFOLD.
A. WARREN.

[SEAL.]

CLOTHING TRADE (MILLINERY).

(Registered 20th December, 1926.)

No. 44 of 1926.

THIS Agreement, made pursuant to "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, one thousand nine hundred and twenty-six, between Goode, Durrant & Company, Limited; D. & W. Murray, Limited; Boan's, Limited; Foy & Gibson Proprietary, Limited; and Madame Heancy (hereinafter called "the Employers"), of the one part, and The Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the other part; witnesseth that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to all employers and workers in the making of headwear and millinery which term includes, without limiting its meaning, the making of and/or trimming of all descriptions of hats, caps, helmets, bonnets, straw hats, and all other articles of headwear, but does not include the making of felt hats.

2. *Hours and Overtime.*—(a) The ordinary working hours shall be forty-four in any week, and such hours shall be worked between 8 a.m. and 6 p.m. on week days (except on Saturdays) or other days on which half-holiday is usually observed, when such hours shall be worked between 8 a.m. and 1 p.m.

(b) Any worker who is employed in excess of the hours fixed for any one day or in excess of the forty-four hours for any one week, shall be paid at the rate of time and a-half. Each day shall stand alone with a minimum overtime of one shilling for each day on which overtime is worked, and one shilling tea money shall be paid in addition on each day on which overtime is worked beyond 6 p.m.

(c) Wages shall be paid weekly on any day except Saturday, and shall be paid during working hours.

3. *Distribution of Work.*—The Employer shall in slack times observe turns for all workers (including out-door workers) in each section of the industry. The Employer shall keep in the workroom a true record of every turn, which shall be open to the inspection of the workers.

4. *Out-door Work.*—All work shall be done in the workshop, provided and controlled by the Employer, except as hereinafter provided.

(i) Should an Employer desire to employ or a worker desire to be employed outside the factory, he or she may make application for such purpose to the Chief Inspector of Factories for a permit.

(ii) On receipt of any such application the Chief Inspector of Factories shall send a copy thereof by registered letter to the Secretary of the Union.

(iii) If the Chief Inspector of Factories is satisfied that—

(a) The person to whom it is proposed to give such work cannot work on employer's premises owing to old-age, infirmity, or domestic ties; or

(b) The accommodation in the employer's factory is fully occupied,

he may grant such permit: Provided that no Employer shall be allowed to employ more than one such worker to every ten or fraction of ten indoor workers, and except for the reasons set forth in Subclauses (a) and (b) preceding no such permit shall be issued.

(iv) Persons doing outdoor work shall not employ labour except members of their family resident with them.

(v) Such outdoor work shall be paid for at the piecework rates provided by this Agreement.

(vi) Outdoor workers shall be provided, free of charge, with cotton, silk, thread, and all other sewings and trimmings used in manufacturing garments.

5. *Wages.*—(a) Basic Wage: Males, £4 5s. per week; Females, £2 5s. 11d. per week.

(b) The minimum rate of wage payable to female workers under this Agreement (other than junior workers) shall be £2 8s. 8d. per week.

6. *Piecework.*—(a) In the case of piecework the rates paid shall be such as to enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions. (b) The Employer shall supply to each worker employed on piecework, before the work is put in hand, a docket containing the particulars of and rate to be paid for such work. (c) In cases where an employer requires from a time-worker a minimum quantity of work in return for a specified rate the following conditions shall be observed:—

(1) The Employer shall supply the worker with a docket showing the quantity of work required and the rate at which such work is calculated; or

(2) The like particulars shall be posted in a conspicuous place in the factory.

(3) The rate shall be not less than the recognised piecework rate for similar work; or

(4) If there is no recognised piecework rate the rate for the required output shall be such as would enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

7. *Respite.*—Where females are employed for more than four hours continuously, they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the wage, and such interval shall be computed as part of the working time.

8. *Junior Workers.*—(a) "Junior worker" means a worker over the age of fifteen years and under the age of twenty-one years.

(b) Junior workers may be employed by any employer, but shall not exceed the proportion of two junior workers for every one fully paid worker employed by such employer.

(c) For the purpose of determining from time to time whether a junior worker, proposed to be taken by an employer, is within the number of junior workers allowed to such employer, the following provisions shall have effect:—

The calendar year shall be divided into quarters and the first days of January, April, July, and October shall be quarter days. The average number of fully paid workers employed by an employer on all working days of the six months immediately preceding any quarter day shall, for the purpose of this subclause, be taken as and be deemed to be the number of fully paid workers who are employed on such quarter day, and the number of junior workers who might be taken on by an employer at any time shall be based upon the number of fully paid workers so deemed to be employed by such employer on the then last preceding quarter day. Fully paid workers shall mean time workers who are receiving not less than the minimum wage, and pieceworkers who are earning for a full day's work not less than the minimum wage for the class of work which they are doing.

(d) The minimum wage for a junior worker shall be:—

	Per week. £	s.	d.
During the 1st six months in the trade ..	0	13	0
During the 2nd six months in the trade ..	0	16	6
During the 3rd six months in the trade ..	1	0	0
During the 4th six months in the trade ..	1	3	6
During the 5th six months in the trade ..	1	7	6
During the 6th six months in the trade ..	1	12	0
During the 7th six months in the trade ..	1	17	0
During the 8th six months in the trade ..	2	2	0

and thereafter the minimum wage.

9. *Under-rate Workers.*—Any worker who, by reason of old age or infirmity, is unable to earn the minimum rate of wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the Employer, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the Secretary of the Union, stating his or her desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate upon the application of such worker after twenty-four hours' notice in writing shall have been given by him or her to the said Secretary, who shall if he so desire be heard by the Magistrate upon such application. After having given notice to the Secretary, and after lodging the application mentioned and pending the Magistrate's decision thereon, the worker shall be entitled to work for, and be employed at, the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may, by writing under his hand, appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

10. *Record Book.*—A time and wage book shall be kept by each employer in which book shall be entered the name of each worker paid by time, the nature of the work he or she is doing, the hours worked each day, and the amount of wages received by him or her each week. The Employer shall be responsible for the proper posting of the book each week. The said book shall be open to the inspection of the Secretary or organiser of the Union during working hours.

11. Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him or her at the date hereof.

12. *Higher Duties.*—A worker engaged in any one day for more than half of such day at work in a higher class than that which he or she is usually engaged in, shall be paid for the full day at the highest rate payable for any such work, but if engaged for less than half a day shall only be paid at the rate fixed for work he or she actually performs. Where a worker is responsible for the work of three or more persons, such worker shall receive at least one shilling per day above the minimum wage.

13. *Terminating Employment.*—Where the employer gives two working days' notice of any day or days on which the services of a worker will not be required, he shall not be liable to pay any wage for that day or days. In the event of a worker being discharged or leaving within one week of the day on which a holiday occurs he shall be paid for such holiday or holidays.

No worker shall, without just cause, be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where weekly wages are fixed the worker to be entitled to the sum so fixed must be available and ready and willing to do the work on days and during hours fixed by the award.

14. *Posting Agreement.*—A copy of this Agreement shall be posted by the Employer in a prominent place in the workroom.

15. *Normal Average Output.*—Where there is a normal average output by a weekly worker, and the worker makes more than that amount in the ordinary working hours of any one week, such worker shall be entitled to additional wages for such week for such extra work proportionate to the extra work done in comparison with the normal average output.

16. *Visiting Workshops.*—In each factory or workshop the Secretary or other representative of the Union shall be allowed during lunch time to interview workers in the luncheon room (if one be provided by the employer) and to post notices relating to Union matters.

17. *Holidays.*—A worker shall be entitled after a week's continuous service to one day's holiday on full pay per month, such holiday shall be taken on the days hereunder mentioned:—New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day, and Boxing Day, and on three other days to be arranged between the Employer and the Union as mutually convenient. Provided that a worker shall only be entitled to such holidays in proportion to the length of his or her service. Provided further that where the employment of any worker is terminated other than for misconduct, such worker shall, after one week's continuous service, be paid a sum calculated at the rate of one day's pay per month in lieu of holidays in proportion to the length of his or her service.

18. *Board of Reference.*—(a) For the purpose of this Agreement there shall be a Board of Reference consisting of two representatives of the Employers and two representatives of the Union and a chairman to be

mutually agreed upon by such representatives, or in default of such agreement to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(c) If any dispute or question arise in the carrying out of this Agreement between the Union and the Employers or any of them, it may be referred by either party concerned to the Board and the decision of the Board, or a majority thereof, shall be final and conclusive. Provided that nothing herein contained shall empower the Board to vary or amend the rates of wages or any other term or condition set out in this Agreement.

(d) On any matter being referred to the Board as aforesaid or at the request of any two members of the Board the Chairman shall convene a meeting of the Board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The Chairman shall determine whether any question or dispute properly comes within the province and function of the Board.

(f) Any costs or charges attending sittings of the Board may be awarded by the Chairman against the unsuccessful party.

19. *Area.*—This Agreement shall apply over the area comprised within a radius of twenty-five miles from the General Post Office, Perth.

20. *Term.*—This Agreement shall operate from the date hereof and shall continue in force for a period of three years from its date: Provided that after the expiration of twelve months from the date hereof, and after the expiration of any subsequent twelve months, the Court may alter or amend the same on the application of any person or persons affected by its provisions.

21. The Industrial Agreement dated the twenty-sixth day of September, one thousand nine hundred and twenty-five, and registered No. 50 of 1925 is hereby and with the leave of the Court duly obtained, cancelled as from the date hereof.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of Goode, Durrant & Company, Limited, in the presence of,—
T. Forristal.

For and on behalf of
Goode, Durrant & Co., Limited,
G. P. SCHOOLAR,
Director.

Signed for and on behalf of D. & W. Murray, Limited, in the presence of,—
T. Forristal.

D. & W. Murray, Ltd.,
L. K. OXENDALE,
Manager.

Signed for and on behalf of Boan's, Limited, in the presence of,—
D. H. Richardson.

Boan's, Limited,
H. J. DAVENPORT,
Managing Director.

Signed for and on behalf of Foy & Gibson Proprietary, Limited, in the presence of,—
T. Forristal.

Foy & Gibson Pty., Ltd.,
J. CONOCHIE,
Manager.

Signed for and on behalf of Madame Heaney, in the presence of,—
T. Forristal.

NELLIE HEANEY.

The Common Seal of The Western Australian Clothing and Allied Traders' Industrial Union of Workers, Perth, was hereunto affixed in the presence of,—

[L.S.] W. M. PENFOLD.
A. WARREN.

CLOTHING (MEN'S AND BOYS' CLOTHING).

(Registered 20th December, 1926.)

No. 45 of 1926.

THIS Agreement, made pursuant to "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, one thousand nine hundred and twenty-six, between Goode, Durrant, and Company, Limited; Austral Clothing Company; National Clothing Manufacturing Company, Limited, and P. Menzies (hereinafter called "the Employers"), of the one part, and the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth (hereinafter called "the Union"), of the other part, witnesseth that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to employers and workers in the Men's and Boys' Clothing (outer garments) and Shirtmaking Industry in ready-made work which, without limiting its meaning, shall include amongst other items the following work:—Ready-made suits, overcoats, denims, shirts, pyjamas, and flannels.

2. *Hours and Overtime.*—(a) The ordinary working hours shall be forty-four in any week, and such hours shall be worked between 8 a.m. and 6 p.m. on week days except Saturdays or other days on which the half holiday is usually observed, when such hours shall be worked between 8 a.m. and 1 p.m.

(b) Any worker who is employed in excess of the hours fixed for any one day or in excess of forty-four hours for any one week shall be paid at the rate of time and a-half. Each day shall stand alone with a minimum overtime of one shilling for each day on which overtime is worked, and one shilling tea money shall be paid in addition on each day on which overtime is worked beyond 6 p.m.

(c) Wages shall be paid weekly on any day except Saturday and shall be paid during working hours.

3. *Distribution of Work.*—The employer shall in slack times observe turns for all workers (including outdoor workers) in each section of the industry, provided that journeymen and journeywomen having apprentices shall be allowed on their turn extra work equivalent to the wages of the apprentice during the time the turn system is in operation. The Employer shall keep in the workroom a true record of every turn which shall be open to the inspection of the workers.

4. *Outdoor Work.*—All work shall be done in the workshop provided and controlled by the Employer, except as hereinafter provided.

(i) Should an employer desire to employ or a worker desire to be employed outside the factory he or she may, for such purpose, make application to the Chief Inspector of Factories for a permit.

(ii) On receipt of any such application the Chief Inspector of Factories shall send a copy thereof by registered letter to the Secretary of the Union.

(iii) If the Chief Inspector is satisfied that:—

(a) The person to whom it is proposed to give such work cannot work on employer's premises owing to old age, infirmity, or domestic ties; or

(b) The accommodation in the employer's factory is fully occupied,

he may grant such permit. Provided that no employer shall be allowed to employ more than one such worker to every ten or fraction of ten indoor workers and except for the reasons set forth in Subclauses (a) and (b) no permit shall be issued.

(iv) Persons doing outdoor work shall not employ labour except members of their family resident with them.

(v) Such outdoor work shall be paid for at the piece-work rates provided by this Agreement.

(vi) Outdoor workers shall be provided free of charge, with cotton, silk, thread, and all other sewings and trimmings used in the manufacturing of garments.

5. *Wages.*—(a) Basic Wage: Males, £4 5s. per week; Females, £2 5s. 11d. per week.

(b) The minimum rates of wages payable to the several classes of workers (other than junior workers, apprentices, and probationers) shall be as follows:—

Applicable to Men's and Boys' Ready-made Clothing (Outer Garments).

	Per week. £	s.	d.
Foreman of coat hands and machinists ..	5	17	0
Cutter	5	2	0
Trimmer (worker employed marking or cutting out linings or trimmings and fitting up same)	5	2	0
Presser (pressing off)	5	2	0
Seam presser and under presser	4	17	0
Brusher and folder (female) not to cover examiner	2	8	8
Coat hand (female)	2	11	8
Trouser or vest hand (female)	2	8	8
Machinist (coat buttonhole machine) ..	2	11	8
Machinist (other machine)	2	10	2
Other workers (female)	2	8	8

Applicable to shirtmaking.

Cutter (male)	5	2	0
Cutter (female)	2	16	8
Machinist ironer, starcher or washer	2	8	8
Others	2	8	8

6. (a) *Piece-work.*—In the case of piece-work the rates shall be such as to enable the worker to earn not less than the minimum wages fixed for a time worker working at similar work under like conditions.

(b) The Employer shall supply to each worker employed on piece-work before the work is put in hand a docket containing the particulars of and rate to be paid for such work.

(c) In cases where an employer requires from a time worker a minimum quantity of work in return for a specified rate of pay the following conditions shall be observed:—

1. The employer shall supply the worker with a docket showing the quantity of work required and the rate at which such work is calculated; or
2. The like particulars shall be posted in a conspicuous place in the factory.
3. The rate shall not be less than the recognised piece-work rate for similar work; or
4. If there be no recognised piece-work rate the rate for the required output shall be such as would enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

7. *Apprentices.*—(a) An apprentice means a worker registered as an apprentice in manner hereinafter provided.

(b) Apprentices may be employed in any of the following branches of the trades covered by this Agreement, namely (1) Cutter, (2) Presser, (3) Coat and vest hand, and (4) Coat machinist in the trade of men's and boys' ready-made clothing (outer garments).

(c) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful, and such probationary period shall be counted as portion of the term in the event of the probationer becoming bound.

(d) Any employer hereafter taking an apprentice or probationer shall, within fourteen days thereafter, register such apprentice or probationer by giving notice thereof to the Clerk of the Court of Arbitration (which Court is hereinafter referred to as "the Court") in the form prescribed in the Appendix hereto, provided that an apprentice or probationer shall be deemed to be duly registered during the said period of fourteen days

(e) The proportion of apprentices in the various branches of the trade to fully paid workers employed in such branches respectively allowed to be taken by an employer shall be as follows:—

Stock cutter and presser, one apprentice to every two or fraction of two fully paid workers. Coat and vest hand and coat machinist, one apprentice to each fully paid worker.

(f) For the purpose of determining from time to time whether an apprentice proposed to be taken by an employer is within the number of apprentices allowed to such employer the following provisions shall have effect:—

The calendar year shall be divided into quarters and the first days of January, April, July, and October shall be the quarter days. The average number of fully paid workers employed by an employer on all working days of the six months immediately preceding any quarter day shall for the purpose of this subclause be taken as and be deemed to be the number of fully paid workers who are employed on such quarter day, and the number of apprentices who may be taken on by an employer at any time shall be based upon the number of fully paid workers as deemed to be employed by such employer on the then last preceding quarter day. Fully paid workers shall mean time workers who are receiving not less than the minimum wage and piece-workers who are earning for a full day's work not less than the minimum wage for the class of work which they are doing.

(g) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice he shall be allowed to transfer the apprentice to complete his or her term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced (Form 2 in the Appendix hereto).

(h) The following provisions shall apply in respect of all apprentices:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform, namely, teaching the apprentice the trade as a duty enforceable under this Agreement and shall, subject to the provisions of Sub-

clause (10) hereof pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 5 in the Appendix hereto) to show that he or she has served his or her apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice, he may with the consent of the apprentice transfer him or her to another employer carrying on business within a reasonable distance of the original employer's place of business who is willing to continue to teach the apprentice and to pay the rate of wages prescribed by this Agreement according to the total length of time served and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he or she shall so misconduct himself or herself as to entitle the employer to discharge him or her, but he shall nevertheless give him or her a certificate for the time actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he wilfully neglects to keep him or her constantly at work, but slackness of work may form proper ground for transferring him or her to an employer willing to undertake the responsibility of teaching him or her.

(4) When an apprentice is discharged for cause, the employer shall send notice in writing of the discharge and the cause thereof to the Clerk of the Court (Form 3 in the Appendix hereto).

(5) The minimum wage payable to an apprentice shall be as follows:—

	Per week. Males.			Per week. Females.		
	£	s.	d.	£	s.	d.
For the first six months	0	15	9	0	13	1
For the second six months ..	0	19	8	0	15	9
For the third six months	1	3	7	0	18	4
For the fourth six months ..	1	7	7	1	3	7
For the fifth six months	1	11	6	1	8	10
For the sixth six months	1	19	4	1	14	1
For the seventh six months ..	2	7	3	1	16	9
For the eighth six months ..	2	15	1	1	19	4
For the ninth six months ..	3	6	11	2	3	3
For the tenth six months ..	3	18	8	2	3	3

(6) Every apprentice shall be bound to submit himself or herself to examination by a Board of Examiners hereinafter constituted, once in each six months of his or her service when called upon by the Clerk of the Court to do so.

(7) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at a place where the apprentice is employed or at such other place as the examiners may decide, and it shall be the duty of each employer to provide such necessary material and machinery as may be required and in all ways facilitate the conduct of the examination.

(8) The examination will be held in the months of April and October in each year. The Board of Examiners shall consist of two persons skilled in the particular class of the trade to which the candidate is apprenticed, one of whom shall be nominated by the union and one by the employers carrying on business within the area to which this Agreement applies, or failing such nomination or nominations such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed upon by them or nominated by the Court or the President thereof at the request of either member, and the decision of such third person shall be final and conclusive. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(9) The examiners shall report in writing to the Court as to the result of the examination.

(10) The Clerk of the Court shall supply to each candidate a certificate showing the result of the examination, and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in Subclause (5) hereof from any apprentice who fails to satisfy the examiners.

(11) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this Agreement under Section 97 of "The Industrial Arbitration Act, 1912-1925," and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(12) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

(13) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(14) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

8. *Respite.*—Where females or apprentices are employed for more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the wage, and such interval shall be computed as part of the working time.

9. *Junior Workers.*—(a) "Junior Worker" means a worker over the age of fifteen years and under the age of twenty-one years.

(b) Junior workers may be employed in those branches of the trades covered by this Agreement in which no provision is made for apprentices but (except as provided by Clause 10 hereof) not otherwise.

(c) Junior workers may not be employed by any employer in excess of one junior worker for every one fully paid worker employed by such employer in those branches of the trades in which junior workers are allowed. For the purpose of this subclause the number of fully paid workers employed by an employer shall be ascertained as provided in Clause 7 (f) hereof.

(d) The minimum rate of wages payable to a junior worker shall be as follows:—

	Per week.		
	£	s.	d.
During the first six months in the trade ..	0	13	0
During the second six months in the trade ..	0	16	6
During the third six months in the trade ..	1	0	0
During the fourth six months in the trade ..	1	3	6
During the fifth six months in the trade ..	1	7	6
During the sixth six months in the trade ..	1	12	0
During the seventh six months in the trade ..	1	17	0
During the eighth six months in the trade ..	2	2	0

and thereafter the minimum wage.

10. The provisions of this Agreement limiting the number of junior workers who may be employed or the branches of the trade in which they may be employed shall not operate or be so construed as to require the discharge of any person employed in the trade on the 25th day of September, 1925, or to prevent the employment or engagement as a junior worker of any person who at the said 25th day of September or at any time within three months prior thereto was employed in the trade. If by virtue of this provision any junior workers continue to be employed in any of those branches of the trade in which provision is made for apprentices, they shall be paid not less than the rate of pay fixed for apprentices.

11. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the Employer, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the Secretary of the Union stating his or her desire that such wage should be agreed upon, such wage as shall be fixed by the most convenient Resident or Police Magistrate, upon the application of such worker after twenty-four hours' notice in writing, shall have been given by him or her to the said Secretary who shall, if he so desires, be heard by the Magistrate upon such application. After having given notice to the Secretary and after lodging the application mentioned and pending the Magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the Magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed at the instance of the said Secretary in the manner prescribed. The Secretary of the Union may by writing under his hand appoint an agent or substitute to represent the Union at the hearing of the application before the Magistrate.

12. *Record Book.*—A time and wage book shall be kept by each employer, in which book shall be entered the name of each worker paid by time, the nature of the work he or she is doing, the hours worked each day, and the amount of wages received by him or her each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the inspection of the Secretary or organiser of the Union during working hours.

13. Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him or her at the date hereof.

14. *Higher Duties.*—A worker engaged in any one day for more than half of such day at work in a higher class than that which he or she is usually engaged in shall be paid for the full day at the highest rate payable for any such work, but if engaged for less than half a day shall be paid at rate fixed for work he or she actually performs. Where a worker is responsible for the work of three or more persons, such worker shall receive at least one shilling per day above the minimum wage.

15. *Terminating Employment.*—Where the employer gives two working days' notice of any day or days on which the services of a worker will not be required, he shall not be liable to pay any wage for that day or days. In the event of a worker being discharged or leaving within one week of the day on which a holiday occurs he shall be paid for such holiday or holidays No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where weekly wages are fixed the worker to be entitled to the sum so fixed must be available and ready and willing to do the work on the days and during the hours fixed by agreement.

16. *Posting Agreement.*—A copy of Agreement shall be posted by the employer in a prominent place in the workroom.

17. *Normal Average Output.*—Where there is a normal average output by a weekly worker and such worker makes more than that amount in the ordinary working hours of any one week, such worker shall be entitled to additional wages for such week for such extra work proportionate to the extra work done in comparison with the normal average output.

18. *Pressing.*—No person under the age of sixteen shall be employed as a presser.

19. *Visiting Workshops.*—In each factory or workshop the Secretary or other representative of the Union shall be allowed during lunch time to interview workers in the luncheon room (if one be provided by the employer) and to post notices relating to union matters.

20. *Holidays.*—A worker shall be entitled, after a week's continuous service, to one day's holiday on full pay per month. Such holiday shall be taken on the days hereunder mentioned:—

New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day, and Boxing Day, or on such day or days as are observed by law in the State in lieu of the holidays mentioned above between New Year's Day and Boxing Day inclusive and three working days between the 27th and 31st December inclusive. Provided that a worker shall only be entitled to such holidays in proportion to the length of his or her services. Provided further that where the employment of any worker is terminated other than for misconduct, such worker shall, after one week's continuous service, be paid a sum calculated at the rate of one day's pay per month in lieu of holidays in proportion to the length of his or her service.

21. *Board of Reference.*—(a) For the purpose of this Agreement there shall be a Board of Reference consisting of two representatives of the employers and two representatives of the union and a chairman to be mutually agreed upon by such representatives or in default of such agreement to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(c) If any dispute or question arise in the carrying out of this agreement between the union and the employers or any of them it may be referred by either party concerned to the Board and the decision of the Board or a majority thereof shall be final and conclusive. Provided that nothing herein contained shall empower the Board to vary or amend the rates of wages or any other term or condition set out in this Agreement.

(d) On any matter being referred to the Board as aforesaid or at the request of any two members of the Board, the chairman shall convene a meeting of the Board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The chairman shall determine whether any question or dispute properly comes within the province and function of the Board.

(f) Any costs or charges attending sittings of the Board may be awarded by the chairman against the unsuccessful party.

22. *Area.*—This Agreement shall apply over the area comprised within a radius of twenty-five miles from the General Post Office, Perth.

23. *Term.*—This Agreement shall operate from the date hereof and shall continue in force for a period of three years from its date: Provided that after the expiration of twelve months from the date hereof and after the expiration of any subsequent period of twelve months the Court may alter or amend the same on the application of any party or person affected by its provisions.

24. The Industrial Agreement dated the twenty-sixth day of September, one thousand nine hundred and twenty-five, and registered No. 53 of 1925 is hereby and with the leave of the Court duly obtained, cancelled as from the date hereof.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that.....of.....entered my service on probation as an apprentice to the.....branch of the.....trade on the .....day of....., 19 .

Dated the.....day of....., 19 .

.....
Employer's Signature.

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned (apprentice) .....has entered the service of the undersigned (employer).....of.....as an apprentice to the.....branch of the.....trade.

The term of service began on the.....day of ....., 19 .

.....
Signature of Apprentice.

.....
Signature of Parent or Guardian.

.....
Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that.....who entered my employ as an apprentice on the.....day of ....., 19 , has been transferred to the employment of.....

Dated this.....day of....., 19 .

.....
Signature of former Employer.

.....
Signature of new Employer

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged .....from my employment as an apprentice to the.....branch of the.....trade..... who entered my service on the.....day of....., 19 .

The cause of the said discharge was.....

Dated the.....day of....., 19 .

.....
Signature of Employer.

Form 4.

To the Clerk of the Court of Arbitration.

I hereby certify that.....of.....has satisfied the examiners of his competence in the..... branch of the.....trade at the examination proper to the.....year of his service as apprentice.

Dated the.....day of....., 19 .

Form 5.

This is to certify that.....of.....has served his full apprenticeship in the.....branch of the.....trade.

.....
Signature of Employer.

This is to certify that the abovenamed apprentice has passed all examinations in accordance with the Industrial Agreement dated the.....day of....., 19 .

Dated the.....day of....., 19 .

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of Goode, Durrant & Company, Limited, in the presence of,—
T. Forristal.

For and on behalf of
Goode, Durrant & Co., Limited,
G. P. SCHOOLAR,
Director.

Signed for and on behalf of Austral Clothing Company in the presence of,—
T. Forristal.

The Austral Clothing Mfg. Co.,
NELLIE STEWART.

Signed for and on behalf of National Clothing Manufacturing Company, Limited, in the presence of,—
T. Forristal.

The National Clothing Mfg. Co., Ltd.,
E. W. De ROSE,
Director.

Signed for and on behalf of P. Menzies in the presence of,—
T. Forristal.

Union Clothing Factory,
P. MENZIES.

W. F. NEVARD,
Manager.

The Common Seal of the Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, was hereunto affixed in the presence of—

(SEAL.) W. M. PENFOLD.
A. WARREN.

CLOTHING (STOCK COSTUMES, ETC.).

(Registered 20th December, 1926.)

No. 46 of 1926.

THIS Agreement, made pursuant to "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, One thousand nine hundred and twenty-six, between Boans, Limited; Foy & Gibson Proprietary, Limited; Bon Marché, Limited; Brennans, Limited; and D. & H. Stodart (hereinafter referred to as "the Employers"), of the one part, and The Western Australian Clothing and Allied Traders' Industrial Union of Workers, Perth (hereinafter called "the Union"),

of the other part, witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to employers and workers in the following branches of the Clothing Industry, namely: Stock costumes, stock dresses, stock mantles, underclothing, gloves, handkerchiefs, serviettes, pillow slips, pillow shams, sheets, table cloths, aprons, lamp-shades, corsets, ties and neckwear, embroidery, and such other articles of wearing apparel of any description as are not provided for in other agreements in the clothing industry.

2. *Hours and Overtime*—

(a) The ordinary working hours shall be forty-four in any week, and such hours shall be worked between 8 a.m. and 6 p.m. on week-days except Saturdays or other days on which the half-holiday is observed, when such hours shall be worked between 8 a.m. and 1 p.m.

(b) Any worker who is employed in excess of the hours fixed for any one day, or in excess of forty-four hours for any one week, shall be paid at the rate of time and a-half. Each day shall stand alone with a minimum overtime of one shilling for each day on which overtime is worked, and one shilling tea money shall be paid in addition on each day on which overtime is worked beyond 6 p.m.

(c) Wages shall be paid weekly on any day except Saturday, and shall be paid during working hours.

3. *Distribution of Work.*—The employer shall in slack times observe turns for all workers (including out-door workers) in each section of the industry, provided that journeymen and journeywomen having apprentices shall be allowed on their turn extra work equivalent to the wages of the apprentices during the time the term system is in operation. The employer shall keep in the workroom a true record of every turn which shall be open to the inspection of the workers.

4. *Out-door Work.*—All work shall be done in the workshop provided and controlled by the employer except as hereinafter provided:

(i) Should an employer desire to employ, or a worker desire to be employed, outside the factory, he or she may make application to the Chief Inspector of Factories for a permit.

(ii) On receipt of any such application the Chief Inspector of Factories shall send a copy of the application to the secretary of the union by registered letter.

(iii) If the Chief Inspector of Factories is satisfied that—

(a) the person to whom it is proposed to give such work cannot work on the employer's premises owing to old age or infirmity or domestic ties, or

(b) the accommodation in the employer's factory is fully occupied,

he may grant such permit.

Provided that no employer shall be allowed to employ more than one such worker to every ten or fraction of ten indoor workers, and except for the reasons set forth in Subclauses (a) and (b), no permit shall be issued.

(iv) Persons doing out-door work shall not employ labour except members of their family resident with them.

(v) Such out-door work shall be paid for at the piecework rates provided by this Agreement.

(vi) Out-door workers shall be provided free of charge with cotton, silk, thread, and all other sewings and trimmings used in the manufacturing of garments.

5. *Wages*—

(a) Basic Wage—Males, £4 5s. per week; Females, £2 5s. 11d. per week.

(b) The minimum rates of wages payable to the several classes of workers (other than junior workers and apprentices and probationers) shall be paid as follows:—

A. Applicable to Ready-made Dressmaking:

	£	s.	d.	
Stock Cutter (male)	5	2	0	per week
Stock Cutter (female) ..	2	16	8	„
Skirt Hand	2	10	0	„

No female shall be employed to use an iron over 9 lbs. in weight (this shall not apply to the ironing machine worked by treadle).

Ironers (using 9 lbs. in weight or under):

	Per week £	s.	d.
(a) Workers pressing off mantles or costume coats, material other than cotton, drill, wool, delaine, silk, challis, or other similar method	4	1	8
(b) Others	3	11	8
Coat, bodice, blouse, and mantle hand	2	10	0
Machinist	2	10	0
All others	2	8	8

B. Applicable to Whitework:

(Including ready-made blouses and infants' clothing and other work specified in Clause 1 other than ready-made dressmaking.)

	Per week £	s.	d.
Corset Maker	2	13	8
Cutter (female)	2	16	8
Washer, starcher, and ironer	2	8	8
Machinist	2	8	8
Others	2	8	8

C. Notwithstanding anything herein contained females over twenty-one years of age (not being apprentices) without previous experience at the trade may, subject to agreement in writing between the union and the employer, be employed at the following rates:—

	Per week £	s.	d.
First six months	1	11	6
Second six months	1	16	0
Third six months	2	0	0
Fourth six months	2	5	0

Thereafter the minimum rate of wage.

Provided, however, that any female worker (not being a junior worker, apprentice or probationer, or a worker without previous experience under subheading "C" above) engaged in the stock costumes, stock mantles or stock dresses branch of the ready-made dressmaking trade shall be paid a minimum weekly wage of £2 10s.

6. *Piecework*—

(a) In the case of piecework the rates paid shall be such as to enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

(b) The employer shall supply to each worker employed on piecework, before the work is put in hand, a docket containing the particulars of the rates to be paid for such work.

(c) In cases where an employer requires from a time worker a minimum quantity of work in return for a specified rate of pay, the following conditions shall be observed:—

(1) The employer shall supply the worker with a docket showing the quantity of work required and the rate at which such work is calculated; or

(2) the particulars shall be posted in a conspicuous place in the factory.

(3) The rate shall be not less than the recognised piecework rate for similar work; or

(4) if there be no recognised piecework rate the rate for the required output shall be such as would enable the worker to earn not less than the minimum wage fixed for a time worker, at a similar work under like conditions.

7. *Apprentices*—

(a) An apprentice means a worker registered as an apprentice in manner hereinafter provided.

(b) Apprentices may be employed in the stock cutting of the ready-made dressmaking trade.

(c) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful, and such probationary period shall be counted as portion of the term in the event of the probationer becoming bound.

(d) Any employer hereafter taking an apprentice or probationer shall within fourteen days hereafter register such apprentice or probationer by giving notice thereof to the Clerk of the Court of Arbitration (which Court is hereinafter called "the Court") in the form prescribed in appendix hereto: Provided that an apprentice or probationer shall be deemed to be duly registered during the said period of fourteen days.

(e) The proportion of apprentices allowed to be taken by an employer shall not exceed one apprentice to every two or fraction of two fully paid workers.

(f) For the purpose of determining from time to time whether an apprentice proposed to be taken by an employer is within the number of apprentices allowed to such employer, the following provisions shall have effect:—

The calendar year shall be divided into quarters and the first days of January, April, July, and October shall be the quarter days. The average number of fully paid workers employed by an employer on all working days of the six months immediately preceding any quarter day shall, for the purpose of this subclause, be taken as and be deemed to be the number of fully paid workers who are employed on such quarter day, and the number of apprentices who may be taken on by an employer at any time shall be based upon the number of fully paid workers so deemed to be employed by such employer on the then last preceding day. Fully paid workers shall mean time workers who are receiving not less than the minimum wage and pieceworkers who are earning for a full day's work not less than the minimum for the class of work which they are doing.

(g) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice he shall be allowed to transfer the apprentice to complete his or her term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced. (Form 2 in the Appendix hereto.)

(h) The following provisions shall apply in respect of all apprentices:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform, viz., teaching the apprentice the trade, as a duty enforceable under this agreement, and shall, subject to the provisions of Subclause (10) hereof, pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 5 in the Appendix hereto) to show that he or she has served his or her apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him or her to another employer carrying on business within a reasonable distance of the original employer's place of business who is willing to continue to teach the apprentice and to pay the rate of wages prescribed by this Agreement according to the total length of time served, and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the Appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he or she shall so misconduct himself or herself as to entitle the employer to discharge him or her, but he shall nevertheless give him or her a certificate for the time actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he wilfully neglects to keep him or her constantly at work, but slackness of work may form a proper ground for transferring him or her to an employer willing to undertake the responsibility of teaching him or her.

(4) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge and the cause thereof to the Clerk of the Court (Form 3 in the Appendix hereto).

(5) The minimum wage payable to an apprentice shall be as follows:—

	Males. Per week. £ s. d.	Females. Per week. £ s. d.
First six months ..	0 15 9	0 13 1
Second six months ..	0 19 8	0 15 9
Third six months ..	1 3 7	0 18 4
Fourth six months ..	1 7 7	1 3 7
Fifth six months ..	1 11 6	1 8 10
Sixth six months ..	1 19 4	1 14 1
Seventh six months ..	2 7 3	1 16 9
Eighth six months ..	2 15 1	1 19 4
Ninth six month ..	3 6 11	2 3 3
Tenth six months ..	3 18 8	2 3 3

(6) Every apprentice shall be bound to submit himself or herself to examination by a Board of Examiners hereinafter constituted once in each six months of his or her service when called upon by the Clerk of the Court so to do.

(7) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at the place where the apprentice is employed or such other place as the examiners may decide, and it shall be the duty of each employer to produce such necessary material and machinery as may be required, and in all ways facilitate the conduct of the examination.

(8) The examination will be held in the months of April and October in each year. The Board of Examiners will consist of two persons skilled in the particular class of the trade to which the candidate is apprenticed, one of whom shall be nominated by the union and one by the employers carrying on business within the area to which this Agreement applies, or failing such nominations such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed upon by them or nominated by the Court or the President thereof at the request of either member, and the decision of such third person shall be final and conclusive. The examiners shall examine the work of and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(9) The examiners shall report in writing to the Court as to the result of the examination.

(10) The Clerk of the Court shall supply to each candidate a certificate showing the result of the examination, and it shall be lawful for any employer to withhold the increase in wages accruing in accordance with the scale set forth in Subclause (5) hereof from any apprentice who fails to satisfy the examiners.

(11) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn the employer shall be deemed prima facie guilty of a breach of this Agreement under Section 97 of the Industrial Arbitration Act, 1912-1925 and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(12) Such fees shall be paid by the clerk to the examiners as the Court shall allow.

(13) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(14) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at employer's expense to enable such apprentice to reach the necessary standard.

8. *Respite.*—Where females or apprentices are employed for more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the wage, and such interval shall be computed as part of the working time.

9. *Junior Workers*—

(a) "Junior Worker" means a worker over the age of fifteen years and under the age of twenty-one years.

(b) Junior workers may not be employed in the stock dresses, stock costumes and stock mantles section or branch of the ready-made dressmaking trade in excess of two junior workers for every fully paid worker employed by such employer in such section or branch, nor in all other sections or branches in excess of one junior worker for every fully paid worker employed in such other sections or branches. For the purpose of this subclause the number of fully paid workers employed by an employer shall be ascertained as provided in Clause 7 (f) hereof.

(c) The minimum rate of wages payable to a junior worker shall be as follows:—

	Per week £	s.	d.
During the first six months in the trade ..	0	13	0
During the second six months in the trade	0	16	6
During the third six months in the trade	1	0	0
During the fourth six months in the trade	1	3	6
During the fifth six months in the trade	1	7	6
During the sixth six month in the trade	1	12	0
During the seventh six months in the trade	1	17	0
During the eighth six months in the trade	2	2	0

and thereafter the minimum wage.

10. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the secretary of the union stating his or her desire that such wage should be agreed upon, such wages as shall be fixed by the most convenient resident or police magistrate upon the application of such worker after twenty-four hours' notice in writing shall have been given by him or her to the said secretary, who shall if he so desires be heard by the magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the magistrate's decision thereon, the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the magistrate shall have effect for a period of six calendar months from the date thereof, and after the expiration of the said period until the wage shall have been again fixed at the instance of the said secretary in the manner prescribed. The secretary of the union may by writing under his hand appoint an agent or substitute to represent the union at the hearing of the application before the magistrate.

11. *Record Book.*—A time and wage book shall be kept by each employer, in which book shall be entered the name of each worker paid by time, the nature of the work he or she is doing, the hours worked each day, and the amount of wages received by him or her each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the inspection of the Secretary or organiser of the union during working hours.

12. Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him or her at the date hereof.

13. *Higher Duties.*—A worker engaged in any one day for more than half of such day at work in a higher class than that which he or she is usually engaged in shall be paid for a full day at the highest rate payable for any such work, but if engaged for less than half a day shall only be paid a rate fixed for work he or she actually performs. Where a worker is responsible for the work of three or more persons such worker shall receive at least one shilling per day above the minimum wage.

14. *Terminating Employment.*—Where the employer gives two working days' notice of any day or days on which the services of a worker will not be required, he shall not be liable to pay any wage for that day or days.

In the event of a worker being discharged or leaving within one week of the day on which a holiday occurs he shall be paid for such holiday or holidays.

No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where weekly wages are fixed the employee to be entitled to the sum so fixed must be available and ready and willing to do the work on days and during hours fixed by agreement.

15. *Posting Agreement.*—A copy of Agreement shall be posted by the employer in a prominent place in the workroom.

16. *Normal Average Output.*—Where there is a normal average output by a weekly worker and the worker makes more than that amount in the ordinary working hours of any one week, such employee shall be entitled to additional wages for such extra work proportionate to the extra work done in comparison with the normal average output.

17. *Pressing.*—No person under the age of sixteen shall be employed as a presser.

18. *Visiting Workshops.*—In each factory or workshop the secretary or other representative of the union shall be allowed during the lunch hour to interview workers in the luncheon room (if one be provided by the employer) and to post notices relating to union matters.

19. *Holidays.*—A worker shall be entitled, after a week's continuous service, to one day's holiday on full

pay per month. Such holidays shall be taken on the days hereunder mentioned:—

New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day and Boxing Day, or such other day or days as are observed by law in the State in lieu of the holidays mentioned above between New Year's Day and Boxing Day inclusive, and three working days between the 27th and 31st December inclusive.

Provided that a worker shall only be entitled to such holidays in proportion to the length of his or her service. Provided further that where the employment of any worker is terminated other than for misconduct, such worker shall, after one week's continuous service, be paid a sum calculated at the rate of one day's pay per month in lieu of holidays in proportion to the length of his or her service.

20. *Board of Reference*—

(a) For the purpose of this Agreement there shall be a Board of Reference consisting of two representatives of the employers and two representatives of the union and a chairman to be mutually agreed upon by such representatives, or in default of such agreement to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(c) If any dispute or question arise in the carrying out of this agreement between the union and the employers or any of them it may be referred by either party concerned to the Board, and the decision of the Board or a majority thereof shall be final and conclusive: Provided that nothing herein contained shall empower the Board to vary or amend the rates of wages or any other term of condition set out in this Agreement.

(d) On any matter being referred to the Board as aforesaid, or at the request of any two members of the Board, the chairman shall convene a meeting of the Board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The chairman shall determine whether any question or dispute properly comes within the province and function of the Board.

(f) Any costs or charges attending sittings of the Board may be awarded by the chairman against the unsuccessful party.

21. *Area.*—This Agreement shall apply over the area comprised within a radius of twenty-five miles from the General Post Office, Perth.

22. *Term.*—This Agreement shall operate from the date hereof and shall continue in force for a period of three years from its date: Provided that after the expiration of twelve months from its date and after the expiration of any subsequent period of twelve months, the Court may alter or amend the same on application of any party or person affected by its provisions.

23. The Industrial Agreement dated the 26th day of September, 1925, and registered No. 52 of 1925, is hereby and with the leave of the Court duly obtained cancelled as from the date hereof.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that....., of....., entered my service on probation as an apprentice to the..... branch of the.....trade on the.....day of....., 19 .

Dated the.....day of..... ....., 19 .

.....
(Employer's Signature.)

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned (apprentice) .....has entered the service of the undersigned (employer)....., of....., as an apprentice to the.....branch of the..... trade.

The term of service began on the.....day of....., 19 .

.....
(Signature of Apprentice.)

.....
(Signature of Parent or Guardian.)

.....
(Signature of Employer.)

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that....., who entered my employ as an apprentice on the.....day of....., 19 , has been transferred to the employment of.....

Dated this.....day of....., 19 .

.....
(Signature of Employer.)

.....
(Signature of New Employer.)

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the..... branch of the.....trade ....., who entered my service on the.....day of....., 19 .

The cause of the said discharge was..... ...

Dated the.....day of....., 19 .

.....
(Signature of Employer.)

Form 4.

To the Clerk of the Court of Arbitration.

I hereby certify that.....of.....has satisfied the examiners of his competence in the..... branch of the.....trade at the examination proper to the.....year of his service as apprentice.

Dated the.....day of..... ....., 19 .

Form 5.

This is to certify that..... .., of....., has served his full apprenticeship in the..... branch of the.....trade.

.....
(Signature of Employer.)

This is to certify that the abovenamed apprentice has passed all examinations in accordance with the Industrial Agreement dated the.....day of....., 19 .

Dated the.....day of....., 19 .

.....

.....
(Signatures of Board of Examiners.)

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of Boans, Limited, in the presence of—
D. H. Richardson.

Boans, Limited,
H. J. DAVENPORT,
Managing Director.

Signed for and on behalf of Foy & Gibson Proprietary, Limited, in the presence of—
T. Forristal.

Foy & Gibson Pty., Ltd.,
J. CONOCHIE,
Manager.

Signed for and on behalf of Bon Marché, Limited, in the presence of—
M. E. Banks.

for Bon Marché, Limited,
A. E. JOYNER.
Manager.

Signed for and on behalf of Brennan's Limited, in the presence of—
T. Forristal.

for Brennans, Limited,
W. D. CROWHURST.

Signed for and on behalf of D. & H. Stodart, in the presence of—
T. Forristal.

H. STODART.

The Common Seal of the Western Australian Clothing and Allied Traders' Industrial Union of Workers, Perth, was hereunto affixed in the presence of—

[SEAL] W. M. PENFOLD.
A. WARREN.

CLOTHING (DRESSMAKING).

(Registered 20th December, 1926.)

No. 47 of 1926.

THIS Agreement, made in pursuance of "The Industrial Arbitration Act, 1912-1925," this twentieth day of December, One thousand nine hundred and twenty-six, between Boan's, Limited; Bon Marché, Limited; Brennan's, Limited; and Aherns, Limited (hereinafter called "The employers"), of the one part, and The Western Australian Clothing and Allied Trades Industrial Union of Workers, Perth (hereinafter called "The Union"), of the other part: witnesseth that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1. *Scope of Agreement.*—This Agreement shall apply to all employers and workers engaged in the dressmaking industry in order work which, without limiting its meaning, shall include amongst other items the following work: (1) Bespoke work. (2) Garments cut to individual measure. (3) Garments that are fitted on. (4) Garments that are cut to chart measure.

2. *Hours and Overtime*—
(a) The ordinary working hours shall be forty-four in any week, and such hours shall be worked between 8 a.m. and 6 p.m. on week-days except Saturdays or other days on which the half-holiday is usually observed, when such hours shall be worked between 8 a.m. and 1 p.m.
(b) Any worker who is employed in excess of the hours fixed for any one day, or in excess of 44 for any one week, shall be paid at the rate of time and a-half. Each day shall stand alone with a minimum overtime of one shilling for each day on which overtime is worked, and one shilling tea money shall be paid in addition on each day on which overtime is worked beyond 6 p.m.
(c) Wages shall be paid weekly on any day except Saturday, and shall be paid during working hours.

3. *Distribution of Work.*—The employer shall in slack time observe turns for all workers (including outdoor workers) in each section of the industry, provided that journeymen and journeywomen having apprentices shall be allowed on their turn extra work, equivalent to the wages of the apprentices, during the term the turn system is in operation. The employer shall keep in the workroom a true record of every turn, which shall be open to the inspection of the workers.

4. *Outdoor Work.*—All work shall be done in the workshop provided and controlled by the employer, except as hereinafter provided:—
(1) Should an employer desire to employ, or a worker desire to be employed, outside the factory, he or she may make application for such purpose to the Chief Inspector of Factories for a permit.
(2) On receipt of any such application, the Chief Inspector of Factories shall send a copy thereof by registered letter to the secretary of the union.
(3) If the Chief Inspector of Factories is satisfied that—
(a) the person to whom it is proposed to give such work cannot work on the employer's premises owing to old age, infirmity, or domestic ties; or
(b) the accommodation in the employer's factory is fully occupied,
he may grant such permit:
Provided that no employer shall be allowed to employ more than one such worker to every ten or fraction of ten indoor workers, and except for the reasons set forth in Subclauses (a) and (b) preceding, no permit shall be issued.
(4) Persons doing outdoor work shall not employ labour except members of their family resident with them.
(5) Such outdoor worker shall be paid for at the piecework rates provided by this Agreement.
(6) Outdoor workers shall be provided free of charge with cotton silk thread, and all other sewings and trimmings used in manufacturing of garments.

5. *Wages*—
(a) Basic wage: males, £4 5s. per week; females, £2 5s. 11d. per week.
(b) The minimum rate of wages payable to the several classes of workers (other than apprentices, probationers, and junior workers) shall be as follows:—
Skirt Hand—£2 10s. 8d. per week.
Coat, Bodice, Blouse, and Mantle Hand—£2 12s. 8d. per week.

6. *Piecework*—

(a) In the case of piecework the rates paid shall be such as to enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

(b) The employer shall supply to each worker employed on piecework, before the work is put in hand, a docket containing the particulars of and rate to be paid for such work.

(c) In cases where an employer requires from a time worker a minimum quantity of work in return for a specified rate of pay, the following conditions shall be observed:—

(1) The employer shall supply the worker with a docket showing the quantity of work required and the rate at which such work is calculated; or

(2) the like particulars shall be posted in a conspicuous place in the factory.

(3) The rate shall be not less than the recognised piecework rate for similar work; or

(4) if there be no recognised piecework rate the rate for the required output shall be such as would enable the worker to earn not less than the minimum wage fixed for a time worker working at similar work under like conditions.

7. *Apprentices*—

(a) An apprentice means a worker registered as an apprentice in manner hereinafter provided.

(b) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful, such probationary period to be counted as portion of the term in the event of the probationer becoming bound.

(c) Any employer hereafter taking an apprentice or probationer shall, within fourteen days thereafter, register such apprentice or probationer by giving notice thereof to the Clerk of the Court of Arbitration (which court is hereinafter referred to as "the Court") in the form prescribed in the appendix hereto: Provided that an apprentice or probationer shall be deemed to be duly registered during the said period of fourteen days.

(d) The proportion of apprentices allowed to be taken by an employer shall not exceed in number two apprentices to each fully paid worker.

(e) Nothing hereinbefore or hereafter contained shall operate or be construed so as to permit an employer who is employing his full proportion of junior workers to employ any apprentice also: Provided that an employer may employ either apprentices or junior workers or both, but so that the proportion of either or of both together shall not exceed two to each fully paid worker.

(f) For the purpose of determining from time to time whether an apprentice proposed to be taken by an employer is within the number of apprentices allowed to such employer, the following provisions shall have effect: The calendar year shall be divided into quarters, and the first days of January, April, July, and October shall be the quarter days. The average number of fully paid workers employed by an employer on all working days of the six months immediately preceding any quarter day shall for the purpose of this subclause be taken as and be deemed to be the number of fully paid workers who are employed on such quarter day, and the number of apprentices who may be taken on by an employer at any time shall be based upon the number of fully paid workers so deemed to be employed by such employer on the then last preceding quarter day. Fully paid workers shall mean time workers who are receiving not less than the minimum wage, and pieceworkers who are earning for a full day's work not less than the minimum wage for the class of work which they are doing.

(g) Should any employer from unforeseen circumstances be unable to carry out his obligations to his apprentice he shall be allowed to transfer the apprentice to complete his or her term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of the date of such transfer and when such apprenticeship commenced. (Form 2 in the appendix hereto.)

(h) The following provisions shall apply in respect of all apprenticeships:—

(1) An employer shall be deemed to undertake the duty which he agrees to perform, viz., teaching the apprentice the trade as a duty enforceable under this Agreement, and shall, subject to the provisions of subclause (10) hereof, pay the apprentice the rate of wages herein provided.

(2) At the end of the period of apprenticeship, the employer shall give the apprentice a certificate (Form 5 in the appendix hereto) to show that he or she has served his or her apprenticeship. Should the employer at any time before the termination of the term of apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him or her to another employer carrying on business within a reasonable distance of the original employer's place of business who is willing to continue to teach the apprentice and to pay the rate of wages prescribed by this Agreement according to the total length of time served and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of such transfer in the form provided (Form 2 in the appendix hereto). It shall not be obligatory upon the employer to find the apprentice another employer if he or she shall so misconduct himself or herself as to entitle the employer to discharge him or her, but he shall nevertheless give him or her a certificate for the time actually served.

(3) An employer shall be deemed to fail in his duty towards his apprentice if he wilfully neglects to keep him or her constantly at work; but slackness of work may form a proper ground for transferring him or her to an employer willing to undertake the responsibility of teaching him or her.

(4) When an apprentice is discharged for cause, the employer shall send notice in writing of the discharge and the cause thereof to the said Clerk of the Court (Form 3 in the appendix hereto).

(5) The minimum wage payable to an apprentice shall be as follows:—

	Per week. £	s.	d.
First six months	0	13	1
Second six month	0	15	9
Third six months	0	18	4
Fourth six months	1	3	7
Fifth six months	1	8	10
Sixth six months	1	14	1
Seventh six months	1	16	9
Eighth six months	1	19	4
Ninth six months	2	3	3
Tenth six months	2	3	3

(6) Every apprentice shall be bound to submit himself or herself to examination by a Board of Examiners hereinafter constituted, once in each six months of his or her service, when called upon by the Clerk of the Court so to do.

(7) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates required to submit themselves to examination. The examination will be held at the place where the apprentice is employed, or such other place as the examiners may decide, and it shall be the duty of each employer to provide such necessary material and machinery as may be required and in all ways facilitate the conduct of the examination.

(8) The examination will be held in the months of April and October in each year. The Board of Examiners will consist of two persons, skilled in the particular class of the trade to which the candidate is apprenticed, one of whom shall be nominated by the union and one by the employers carrying on business within the area to which this Agreement applies; or failing such nomination or nominations such person or persons as may be appointed for that purpose by the Court. In the event of a disagreement between the examiners the matter in dispute shall be referred to a third person agreed upon by them or nominated by the Court or the President thereof at the request of either member, and the decision of such third person shall be final and conclusive. The examiners shall examine the work of, and inquire into the diligence of, each apprentice, and as to the opportunities provided by the employer to each apprentice to learn.

(9) The examiners shall report in writing to the Court as to the result of the examination.

(10) The Clerk of the Court shall supply to each candidate a certificate showing the result of the examination, and it shall be lawful for any employer to withhold the increase in wages, accruing in accordance with the scale set forth in Subclause (5) hereof, from any apprentice who fails to satisfy the examiners.

(11) If the examiners report to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this Agreement under Section 97 of the Industrial Arbitration Act, 1912-1925, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(12) Such fees shall be paid by the clerk to the examiners as the Court shall allow.

(13) Technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places and when such instruction is given after the ordinary working hours.

(14) In the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.

8. *Respite.*—Where females or apprentices are employed for more than four hours continuously they shall be allowed an interval of ten minutes for refreshments during such period without deduction from the wage, and such interval shall be computed as part of the working time.

9. *Juniors*—

(a) "Junior worker" means a worker over the age of fifteen years and under the age of twenty-one years.

(b) Junior workers may not be employed by any employer in excess of two junior workers for every fully paid worker employed by such employer in all branches of the trade. For the purpose of this subclause the number of fully paid workers employed by an employer shall be ascertained as provided by Clause 7 (f) hereof.

(c) Nothing hereinbefore or hereafter contained shall operate or be construed so as to permit an employer who is employing his full proportion of apprentices to employ any junior worker also: Provided that an employer may employ either apprentices or junior workers or both, but so that the proportion of either or both together shall not exceed two or each fully paid worker.

(d) The minimum rate of wage payable to a junior worker shall be as follows:—

	Per week. £	s.	d.
During the first six months of the trade	0	13	0
During the second six months of the trade	0	16	6
During the third six months of the trade	1	0	0
During the fourth six months of the trade	1	3	6
During the fifth six months of the trade	1	7	6
During the sixth six months of the trade	1	12	0
During the seventh six months of the trade	1	17	0
During the eighth six months of the trade	2	2	0

and thereafter the minimum wage.

10. *Under-rate Workers.*—Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the secretary of the union, stating his or her desire that such wage should be agreed upon, such wages as shall be fixed by the most convenient resident or police magistrate, upon the application of such worker after twenty-four hours' notice in writing shall have been given by him or her to the said secretary, who shall if he so desires be heard by the magistrate upon such application. After having given notice to the secretary, and after lodging the application mentioned, and pending the magistrate's decision thereon,

the worker shall be entitled to work for and be employed at the proposed lesser rate. The determination of the magistrate shall have effect for the period of six calendar months from the date thereof, and after the expiration of the said period, until the wage shall have been again fixed at the instance of the said secretary in the manner prescribed. The secretary of the union may by writing under his hand appoint an agent or substitute to represent the union at the hearing of the application before the magistrate.

11. *Record Book.*—A time and wage book shall be kept by each employer, in which book shall be entered the name of each worker paid by time, the nature of the work he or she is doing, the hours each day, and the amount of wage received by him or her each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the inspection of the secretary or organiser of the union during working hours.

12. Nothing in this Agreement shall in itself operate to reduce the wages of any worker below the rate actually received by him or her at the date hereof.

13. *Higher Duties.*—A worker engaged in any one day for more than half of such day at work in a higher class than that which he or she is usually engaged in shall be paid for the full day at the highest rate payable for any such work, but if engaged for less than half the day shall only be paid at the rate fixed for work he or she actually performs. Where a worker is responsible for the work of three or more persons, such worker shall receive at least one shilling per day above the minimum wage.

14. *Terminating Employment.*—Where the employer gives two working days' notice of any day or days on which the services of a worker will not be required, he shall not be liable to pay any wage for that day or days. In the event of a worker being discharged or leaving within one week of the day on which a holiday occurs he shall be paid for such holiday or holidays. No worker shall without just cause be absent from his or her place of employment during the prescribed hours whilst there is work ready to be done by such worker, and where weekly wages are fixed the worker to be entitled to the sum so fixed must be available and ready and willing to do the work on days and during the hours fixed by agreement.

15. *Posting Agreement.*—A copy of the Agreement shall be posted by the employer in a prominent place in the workroom.

16. *Normal Average Output.*—Where there is a normal average output by a weekly worker, and the worker makes more than that amount in the ordinary working hours of any one week, such worker shall be entitled to additional wages for such week for such extra work proportionate to the extra work done in comparison with the normal average output.

17. *Visiting Workshops.*—In each factory or workshop the secretary or other representative of the union shall be allowed during lunch time to interview workers in the luncheon room (if one be provided by the employer) and to post notices relating to union matters.

18. *Holidays.*—A worker shall be entitled after a week's continuous service to one day's holiday on full pay per month. Such holidays shall be taken on the days hereunder mentioned:—

New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Foundation Day, Christmas Day and Boxing Day,

and on three other days to be arranged between the employer and the union as mutually convenient: Provided that a worker shall only be entitled to such holidays in proportion to the length of his or her service: Provided further that where the employment of any worker is terminated for other than misconduct such worker shall, after one week's continuous service, be paid a sum calculated at the rate of one day's pay per month in lieu of holidays in proportion to the length of his or her service.

19. *Board of Reference*—

(a) For the purpose of this Agreement there shall be a Board of Reference consisting of two representatives of the employers and two representatives of the union and a chairman to be mutually agreed upon by such representatives or, in default of such agreement, to be nominated by the Clerk of the Court.

(b) Either party may at any time vary its representatives and fill any vacancies.

(c) If any dispute or question arises in the carrying out of this agreement between the union and the employers or any of them, it may be referred by either party concerned to the Board, and the decision of the Board, or a majority thereof, shall be final and conclusive: Provided that nothing herein contained shall empower the Board to vary or amend the rates of wages or any other term or condition set out in this Agreement.

(d) On any matter being referred to the Board as aforesaid or at the request of any two members of the Board, the chairman shall convene a meeting of the Board to be held at such place and time as he shall appoint, such meeting to be held in any case not later than fourteen days from the date of such reference or request.

(e) The chairman shall determine whether any question or dispute properly comes within the province and function of the Board.

(f) Any costs or charges attending sittings of the Board may be awarded by the chairman against the unsuccessful party.

20. *Area.*—This Agreement shall apply over the area comprised within a radius of 25 miles from the General Post Office, Perth.

21. *Term.*—This Agreement shall operate from the date hereof and shall continue in force for a period of three years from its date: Provided that after the expiration of twelve months from the date hereof and after the expiration of any subsequent period of twelve months the Court may alter or amend the same on the application of any party or person affected by its provisions.

22. The Industrial Agreement dated the 26th day of September, 1926, and registered No. 51 of 1925, is hereby and with the leave of the Court duly obtained cancelled as from the date hereof.

APPENDIX.

Form 1 (a).

To the Clerk of the Court of Arbitration.

Please take notice that , of , entered my service on probation as an apprentice to the branch of the trade on the day of , 19 .

Employer's Signature.

Form 1 (b).

To the Clerk of the Court of Arbitration.

Please take notice that the undersigned (apprentice) has entered the service of the undersigned (employer) , of , as an apprentice to the branch of the trade.

The term of service began on the day of , 19 .

Signature of Apprentice.

Signature of Parent or Guardian.

Signature of Employer.

Form 2.

To the Clerk of the Court of Arbitration.

Notice is hereby given that , who entered my employ as an apprentice on the day of , 19 , has been transferred to the employment of .

Dated this day of , 19 .

Signature of Former Employer.

Signature of New Employer.

Form 3.

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the branch of the trade , who entered my service on the day of 19 .

The cause of the said discharge was

Dated this day of , 19 .

Signature of Employer.

Form 4.

To the Clerk of the Court of Arbitration.

I hereby certify that , of , has satisfied the examiners of his competence in the branch of the trade at the examination proper to the year of his service as apprentice.

Dated this day of , 19 .

Form 5.

This is to certify that , of , has served his full apprenticeship in the branch of the trade.

Signature of Employer.

This is to certify that the above-named apprentice has passed all examinations in accordance with the Industrial Agreement.

Dated this day of , 19 .

.....

.....

Signatures of Board of Examiners.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of Boans, Limited, in the presence of—
D. H. Richardson.

Boans, Limited,
H. J. DAVENPORT,
Managing Director.

Signed for and on behalf of Bon Marché, Limited, in the presence of—
M. E. Banks.

for Bon Marché, Limited,
A. E. JOYNER,
Manager.

Signed for and on behalf of Brennan's, Limited, in the presence of—
T. Forristal.

for Brennan's, Limited,
W. D. CROWHURST.

Signed for and on behalf of Ahern's, Limited, in the presence of—
T. Forristal.

Ahern's, Limited,
A. G. LOVELL,
Director.

The Common Seal of Western Australian Clothing and Allied Trades' Industrial Union of Workers, Perth, was hereunto affixed in the presence of—

[SEAL] W. M. PENFOLD.
A. WARREN.

COST OF FOOD AND GROCERIES—OCTOBER, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of October, 1926.

Compared with the preceding month (September, 1926), there has been a decrease for the thirty towns considered as a whole of 1.2 per cent. All the States except Queensland show decreases, the decrease being greatest in Victoria (1.8 per cent.), followed in the order named by Tasmania (1.7 per cent.), New South Wales (1.5 per cent.), South Australia (0.8 per cent.), Western Australia (0.4 per cent.) The increase in Queensland amounted to 0.4 per cent.

Compared with the corresponding month—October—of last year all of the States show decreases. The decrease was greatest in Victoria (4.4 per cent.), followed in the order named by Western Australia (3.2 per cent.), South Australia (2.5 per cent.), Tasmania (2.0 per cent.), New South Wales (1.3 per cent.), and Queensland (0.4 per cent. The weighted average index-number for the thirty towns considered as a whole was 1783 in October, 1926, compared with 1828 in October, 1925, a decrease of 2.5 per cent.

In the following table particulars are given in the form of Index-Numbers of price levels for food and groceries in October, 1926, compared with July, 1914, October, 1925, and September, 1926. In the last column the percentage increase in October, 1926, compared with July, 1914, is shown. The base (1000) to which the Index-Numbers are computed is the weighted average aggregate cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (66.4 per cent.), followed in the order named by New South Wales (57.0 per cent.), Victoria (54.1 per cent.), Tasmania (51.9 per cent.), South Australia

(43.5 per cent.), and Western Australia (30.9 per cent.) The actual cost of the regimen of food and groceries for the month of October, 1926, was highest in Western Australia and lowest in Victoria. In the case of the individual towns the cost was highest in Kalgoorlie and lowest in Warrnambool. The increase in cost in the thirty towns considered as a whole from July, 1914, to October, 1926, amounts to 53.2 per cent.

RETAIL PRICE INDEXES.

(Based upon the Cost of Food and Groceries only—October, 1926.)

Retail prices index-numbers for each of the 30 principal towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	Oct., 1925.	Sept., 1926.	Oct., 1926.	Percentage increase from July, 1914, to October, 1926.
					%
Sydney	1153	1846	1855	1827	58·5
Newcastle	1147	1846	1817	1807	57·5
Broken Hill	1468	2193	2038	2035	38·6
Goulburn	1183	1850	1804	1794	51·6
Bathurst	1097	1753	1771	1746	59·2
Weighted Average—N.S.W. (5 towns) ...	1165	1854	1856	1829	57·0
Melbourne	1106	1779	1731	1699	53·6
Ballarat	1103	1803	1793	1764	59·9
Bendigo	1107	1828	1745	1742	57·4
Geelong	1089	1778	1709	1692	55·4
Warrnambool	1087	1780	1730	1691	59·2
Weighted Average—Victoria (5 towns) ...	1105	1781	1734	1703	54·1
Brisbane	1057	1802	1774	1789	69·3
Toowoomba	1041	1810	1784	1754	68·5
Rockhampton	1156	1812	1878	1843	59·4
Charters Towers ...	1246	1932	1990	2022	62·3
Warwick	1083	1766	1804	1804	66·6
Weighted Average—Queens'lnd (5 towns)	1082	1807	1792	1800	66·4
Adelaide	1250	1830	1796	1780	42·4
Kadina, etc.	1230	1867	1863	1858	51·1
Port Pirie...	1291	1955	1933	1910	47·9
Mt. Gambier	1064	1761	1832	1803	69·5
Peterborough	1340	1922	1955	1947	45·3
Weighted Average—S.A. (5 towns) ...	1247	1836	1805	1790	43·5
Perth	1340	1868	1818	1812	35·2
Kalgoorlie...	1664	2157	2092	2048	23·1
Northam	...	2035	1990	1975	...
Bunbury	1418	1990	2005	2003	41·3
Geraldton	1445	2068	1995	1986	37·4
Weighted Average—W.A. (5 towns) ...	1412	1909	1858	1848	30·9
Hobart	1211	1856	1843	1814	49·8
Launceston	1144	1838	1848	1810	58·2
Burnie	...	1897	1873	1862	...
Devonport	...	1870	1876	1847	...
Queenstown	1315	2066	2064	2027	54·1
Weighted Average—Tasmania (5 Towns)	1201	1861	1855	1824	51·9
Weighted Average—Australia (6 Capitals)	1152	1820	1798	1775	54·1
Weighted Average—Australia (30 Towns)	1164	1828	1805	1783	53·2
Townsville, Queensland*	...	1971	2014	1995	...

*Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 22nd Nov., 1926.

COST OF FOOD AND GROCERIES—NOVEMBER, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of November, 1926.

Compared with the preceding month (October, 1926), there has been an increase for the 30 towns considered as a whole of 1.3 per cent. Three of the States show increases, the increase being greatest in Victoria of 2.3 per cent., followed by New South Wales (1.7 per cent.), and South Australia (0.8 per cent.) The decreases were Queensland and Tasmania (0.8 per cent.) and Western Australia (0.3 per cent.)

Compared with the corresponding month—November—of last year all of the States except New South Wales showed decreases. The decrease was greatest in Victoria (2.7 per cent.), followed in the order named by Queensland (1.8 per cent.), Tasmania (1.4 per cent.), South Australia (0.9 per cent.), and Western Australia (0.3 per cent. The increase in New South Wales amounted to 1.7 per cent.

The weighted average index-number for the 30 towns considered as a whole was 1807 in November, 1926, compared with 1816 in November, 1925—a decrease of 0.5 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in November, 1926, compared with July, 1914, November, 1925, and October, 1926. In the last column the percentage increase in November, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregated cost for the six capital cities of the commodities included in the investigations for the year 1911. The increase in cost since July, 1914, is greatest in Queensland (65.0 per cent.), followed in the order named—New South Wales (59.7 per cent.), Victoria (57.6 per cent.), Tasmania (50.7 per cent.), South Australia (44.7 per cent.), and Western Australia (30.5 per cent.) The actual cost of the regimen of food and groceries for the month of November, 1926, was highest in New South Wales and lowest in Victoria. In the case of the individual towns, the cost was highest in Charters Towers and lowest in Warrnambool. The increase in cost in the 30 towns, considered as a whole, from July, 1914, to November, 1926, amounts to 55.2 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—November, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (=1000).

Town.	July, 1914.	Nov. 1925.	Oct. 1926.	Nov. 1926.	Percentage increase from July, 1914, to November, 1926.
					%
Sydney	1153	1819	1827	1862	61·5
Newcastle	1147	1850	1807	1818	58·5
Broken Hill	1468	2113	2035	2030	38·3
Goulburn	1183	1845	1794	1819	53·8
Bathurst	1097	1771	1746	1762	60·6
Weighted Average—N.S.W. (5 Towns) ...	1165	1829	1829	1861	59·7

Retail Price Indexes—continued.

Town.	July, 1914.	Nov., 1925.	Oct., 1926.	Nov., 1926.	Percentage increase from July, 1914, to November, 1926.
					%
Melbourne	1106	1788	1699	1739	57·2
Ballarat	1103	1811	1764	1778	61·2
Bendigo	1107	1817	1742	1788	61·5
Geelong	1089	1782	1692	1720	57·9
Warrnambool	1087	1767	1699	1704	56·8
Weighted Average—Victoria (5 Towns)...	1105	1790	1703	1742	57·6
Brisbane	1057	1814	1789	1768	67·3
Toowoomba	1041	1785	1754	1736	66·8
Rockhampton	1156	1825	1843	1858	60·7
Charters Towers	1246	1963	2022	2066	65·8
Warwick	1083	1765	1804	1826	68·6
Weighted Average—Queensland (5 Towns)	1082	1817	1800	1785	65·0
Adelaide	1250	1811	1780	1793	43·4
Kadina, etc.	1230	1885	1858	1902	54·6
Port Pirie...	1921	1960	1910	1930	49·5
Mt. Gambier	1064	1766	1803	1803	69·5
Peterborough	1340	1894	1947	1951	45·6
Weighted Average—S.A. (5 Towns) ...	1247	1820	1790	1804	44·7
Perth	1340	1808	1812	1803	34·6
Kalgoorlie...	1664	2098	2048	2063	24·0
Northam	...	1972	1975	1974	...
Bunbury	1418	1925	2003	1998	40·9
Geraldton	1445	1991	1986	1983	37·2
Weighted Average—W.A. (5 towns) ...	1412	1848	1848	1842	30·5
Hobart	1211	1829	1814	1811	49·5
Launceston	1144	1806	1810	1774	55·1
Burnie	...	1885	1862	1832	...
Devonport	...	1864	1847	1838	...
Queenstown	1315	2080	2027	2026	54·1
Weighted Average—Tasmania (5 Towns)	1201	1835	1824	1810	50·7
Weighted Average—Australia (6 Capitals)	1152	1807	1775	1801	56·3
Weighted Average—Australia (30 Towns)	1164	1816	1783	1807	55·2
*Townsville, Queensland	...	1997	1995	2065	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 20th December, 1926.

COST OF FOOD AND GROCERIES—DECEMBER, 1926.

The results of the investigations made under the direction of the Minister for Home and Territories by the Commonwealth Statistician and Actuary (Mr. Chas. H. Wickens) as to the prices of food and groceries (46 commodities) have been made available for the month of December, 1926.

Compared with the preceding month (November, 1926), there has been an increase for the 30 towns considered as a whole of 1.9 per cent. All the States show increases, the increase being greatest in Queensland of 5 per cent., followed by South Australia (3 per cent.), New South Wales (2.4 per cent.), Tasmania (1.5 per cent.), Victoria (0.5 per cent.), and Western Australia (0.2 per cent.) Compared with the corresponding month—December—of last year, all the States, except Western Australia and Tasmania, showed an increase. The increase was greatest in Queensland (4.8 per cent.), followed in the order named—New South Wales (2.4 per cent.), South Australia (1.5 per cent.), and Victoria (0.7 per cent.) The decrease for Western Australia amounted to 0.1 per cent. and for Tasmania 0.9 per cent.

The weighted average index-number for the 30 towns considered as a whole was 1841 in December, 1926, compared with 1810 in December, 1925—an increase of 1.7 per cent.

In the following table particulars are given in the form of index-numbers of price levels for food and groceries in December, 1926, compared with July, 1914, December, 1925, and November, 1926. In the last column the percentage increase in December, 1926, compared with July, 1914, is shown. The base (1000) to which the index-numbers are computed is the weighted average aggregated cost for the six capital cities of the commodities included in the investigations for the year 1911.

The increase in cost since July, 1914, is greatest in Queensland (73.3 per cent.), followed in the order named—New South Wales (63.5 per cent.), Victoria (58.4 per cent.), Tasmania (53.0 per cent.), South Australia (49.1 per cent.), and Western Australia (30.7 per cent. The actual cost of the regimen of food and groceries for the month of December, 1926, was highest in New South Wales and lowest in Victoria. In the case of individual towns the cost was highest in Townsville and lowest in Warrnambool. The increase in cost in the 30 towns considered as a whole from July, 1914, to December, 1926, amounts to 58.2 per cent.

RETAIL PRICE INDEXES.

Based upon the Cost of Food and Groceries only—December, 1926.

Retail Prices Index-Numbers for each of the 30 Principal Towns in the Commonwealth for the months specified, the weighted average cost in the six capital towns in 1911 being taken as base (= 1000).

Town.	July, 1914.	Dec., 1925.	Nov., 1926.	Dec., 1926.	Percentage increase from July, 1914, to Dec., 1926.
					%
Sydney	1153	1854	1862	1900	64·8
Newcastle	1147	1852	1818	1907	66·3
Broken Hill	1468	2085	2030	2076	41·4
Goulburn	1183	1878	1819	1933	63·4
Bathurst	1097	1808	1762	1802	64·3
Weighted Average—N.S.W. (5 Towns) ...	1165	1860	1861	1905	63·5
Melbourne	1106	1744	1739	1744	57·7
Ballarat	1103	1767	1778	1803	63·5
Bendigo	1107	1786	1788	1820	64·4
Geelong	1089	1747	1720	1750	60·7
Warrnambool	1087	1717	1704	1737	59·8
Weighted Average—Victoria (5 Towns)...	1105	1737	1742	1750	58·4
Brisbane	1057	1781	1768	1858	75·8
Toowoomba	1041	1768	1736	1836	76·4
Rockhampton	1156	1814	1858	1953	68·9
Charters Towers ...	1246	1971	2066	2136	71·4
Warwick	1083	1747	1826	1887	74·2
Weighted Average—Queensland (5 Towns)	1082	1789	1785	1875	73·3
Adelaide	1250	1822	1793	1849	47·9
Kadina, etc.	1230	1906	1902	1955	58·9
Port Pirie...	1291	1972	1930	1976	53·1
Mt. Gambier	1064	1785	1803	1806	69·7
Peterborough	1340	1935	1951	2022	50·9
Weighted Average—S.A. (5 Towns) ...	1247	1832	1804	1859	49·1

Retail Price Indexes—continued.

Town.	July, 1914.	Dec., 1925.	Nov., 1926.	Dec., 1926.	Percentage increase from July, 1914, to December, 1926.
					%
Perth	1340	1809	1803	1807	34·9
Kalgoorlie...	1664	2087	2063	2060	23·8
Northam	...	1948	1974	1974	...
Bunbury	1418	1911	1998	1994	40·6
Geraldton	1445	1950	1983	1977	36·8
Weighted Average—W.A. (5 Towns) ...	1412	1846	1842	1845	30·7
Hobart	1211	1851	1811	1842	52·1
Launceston	1144	1824	1774	1784	55·9
Burnie	...	1903	1832	1865	...
Devonport	...	1855	1838	1889	...
Queenstown	1315	2087	2026	2096	59·4
Weighted Average—Tasmania (5 Towns)...	1201	1854	1810	1838	53·0
Weighted Average—Australia (6 Capitals)	1152	1802	1801	1832	59·0
Weighted Average—Australia (30 Towns)	1164	1810	1807	1841	58·2
Townsville, Queensland *	...	1996	2065	2186	...

* Not included in weighted average for Queensland or the Commonwealth.

Commonwealth Bureau of Census and Statistics,
Melbourne, 21st January, 1927.

FOOD, GROCERIES AND HOUSING (ALL HOUSES).

4th Quarter, 1926.

Quarterly index-numbers of the prices of food, groceries, and housing (all houses) are now largely used for the purposes of wage variations. In the following table index-numbers are given for the six capital cities for the quarters ending December, 1925, September, 1926, and December, 1926:—

Town.	Quarter ending—		
	Dec., 1925.	Sept., 1926.	Dec., 1926.
Sydney	1801	1841	1842
Melbourne	1759	1794	1777
Brisbane	1574	1658	1663
Adelaide	1716	1720	1701
Perth	1552	1638	1604
Hobart	1729	1777	1753
Weighted Average—Six Capitals ...	1740	1781	1771

Compared with the immediately preceding quarter, the index-numbers for the 4th quarter of this year were higher for Sydney and Brisbane and lower for the other capital cities. Compared with the corresponding quarter of 1925, the index-numbers are higher for all the capital towns with the exception of Adelaide.

Commonwealth Bureau of Census and Statistics,
Melbourne, 22nd January, 1927.

RETAIL PRICE INDEX-NUMBERS

(Food, Groceries, and Housing—All Houses)

For each of Thirty Towns for the Year ending 31st December, 1926, with weighted average for the six Capital Cities in 1911 as base (= 1000).

State and Town.	1926.				Index-Numbers for 12 months ending.	
	1st Quarter (Jan. to Mar.)	2nd Quarter (Apl. to June.)	3rd Quarter (July to Sept.)	4th Quarter (Oct. to Dec.)	30th Sept., 1926.	31st Dec., 1926.
New South Wales—						
Sydney	1828	1868	1841	1842	1835	1845
Newcastle	1701	1720	1699	1703	1708	1708
Broken Hill	1626	1700	1629	1610	1643	1641
Goulburn	1785	1798	1794	1804	1793	1795
Bathurst	1555	1593	1566	1555	1566	1567
Weighted Average—New South Wales	1809	1849	1821	1821	1816	1825
Victoria—						
Melbourne	1779	1854	1794	1777	1797	1801
Ballarat	1545	1584	1565	1543	1559	1559
Bendigo	1544	1603	1557	1562	1564	1567
Geelong	1708	1747	1709	1689	1709	1713
Warrnambool ...	1548	1608	1579	1549	1576	1571
Weighted Average—Victoria	1756	1828	1771	1754	1773	1777
Queensland—						
Brisbane	1643	1646	1658	1663	1630	1653
Toowoomba ...	1563	1602	1599	1595	1584	1590
Rockhampton ...	1580	1611	1615	1626	1588	1608
Charters Towers ...	1489	1524	1536	1566	1511	1529
Warwick	1510	1560	1559	1578	1535	1552
Weighted Average—Queensland ...	1623	1634	1643	1649	1617	1637
South Australia—						
Adelaide	1736	1798	1720	1701	1743	1739
Kadina, etc. ...	1421	1470	1455	1452	1447	1450
Port Pirie	1615	1654	1604	1581	1612	1614
Mount Gambier ...	1382	1445	1427	1400	1406	1414
Peterborough ...	1589	1661	1660	1653	1636	1641
Weighted Average—South Australia	1712	1773	1700	1681	1720	1717
Western Australia—						
Perth, etc. ...	1631	1685	1638	1604	1627	1640
Kalgoorlie, etc. ...	1566	1597	1568	1522	1570	1561
Northam	1601	1662	1620	1607	1625	1623
Bunbury	1506	1587	1572	1549	1546	1554
Geraldton	1592	1629	1605	1587	1607	1603
Weighted Average—Western Australia	1620	1672	1628	1594	1619	1629
Tasmania—						
Hobart	1789	1795	1777	1753	1773	1779
Launceston... ...	1640	1680	1659	1609	1657	1647
Burnie	1683	1709	1684	1617	1686	1673
Devonport	1652	1667	1646	1625	1653	1648
Queenstown ...	1453	1474	1444	1408	1463	1445
Weighted Average—Tasmania ...	1725	1742	1722	1689	1720	1720
Weighted Average—30 Towns ...	1748	1797	1758	1749	1756	1763
Weighted Average—6 Capitals ...	1771	1822	1781	1771	1779	1786

Commonwealth Bureau of Census and Statistics,
Post Office Place,
Melbourne, 22nd January, 1927.

RETIREMENTS FROM INDUSTRIAL AGREEMENTS FILED DURING QUARTER ENDED 31st DECEMBER, 1926.

The Notice of Retirement becomes effective thirty days after it is filed in the Court.

No. of Agreement.	Parties affected.	Locality.	Retired by.	Date of filing Retirement Notice.
65/25	West Australian Carters and Drivers' Industrial Union of Workers (Perth) and the Violet Motors, Limited, and others	South-Western Land Division ...	Workers' Union ...	22-12-26
22/26	West Australian Carters and Drivers' Industrial Union of Workers (Perth) and The Violet Motors, Ltd., and others	South-Western Land Division ...	Workers' Union ...	22-12-26
25/26	Western Australian Police Union of Workers, and Hon. J. C. Willcock, M.L.A. (Minister for Police)	Western Australian Police Force ...	Workers' Union ...	31-12-26

INDUSTRIAL AGREEMENTS GIVEN EFFECT OF AWARD AND MADE COMMON RULE DURING QUARTER ENDED 31st DECEMBER, 1926.

No. of Agreement.	Industry affected.	Area over which Agreement operates.	Date declared Common Rule.	Date of expiration of Agreement.
30/26	Building and Contracting	Radius of 25 miles from G.P.O., Perth	20-12-26	31-8-27
36/26	Carpentry and Joinery	South-West Land Division of W.A.	20-12-26	25-10-29
21/26	Carting and Driving	Radius of 20 miles from G.P.O., Perth	20-10-26	1-1-28
22/26	Motor Driving (Passenger carrying)... ...	South-West Land Division of W.A.	20-10-26	1-12-26
11/26 as amended by 32/26	Shopkeeping	Radius of 15 miles from P.O., Geraldton	7-12-26	9-3-29
31/26	Shopkeeping	Radius of 15 miles from P.O., Northam	19-11-26	5-7-27

INDUSTRIAL UNIONS REGISTERED DURING QUARTER ENDING 31st DECEMBER, 1926.

Reg. No.	Name of Union.	Registered Office.	Secretary.	Date of Registration.
314	Western Australian Tobacco, Cigar, and Cigarette Manufacturers' Employees' Industrial Union of Workers, Perth	Trades Hall, Perth	Charles A. Cornish, Trades Hall, Perth	14-12-26

CANCELLATION OF REGISTRATION OF INDUSTRIAL UNIONS DURING QUARTER ENDING 31st DECEMBER, 1926.

On the application of the Registrar of Industrial Unions, orders by the President of the Court were made for the cancellation of the registration of the following Unions under the "Industrial Arbitration Act, 1912-1925":—

Reg. No.	Name of Union.	Grounds of Cancellation.	Date of Cancellation.
113	Bakers Union of Workers—Eastern Goldfields Operative	1. That the Union had ceased to exist and function as a Union for a period of at least twelve months ; 2. That a meeting of members of the Union, held at Kalgoorlie on the 25th day of April, 1925, a resolution was carried that the Union be dissolved ; 3. That it was desired by the majority of members of the Union that the registration of the Union be cancelled and that the constitution of the Perth and Fremantle Operative Bakers' Industrial Union of Workers be extended so as to include the Eastern Goldfields locality.	20-12-26
242	Railway and Tramway Officers' Industrial Union of Workers—The West Australian	1. That Section 2 (6) of the "Industrial Arbitration Act Amendment Act, 1925" provides, in connection with the interpretation of the word "worker," as follows :— "The term does not include any officer or other person employed under the Public Service Act, 1904 ; or any officer within the meaning of that word in the Railways Classification Board Act, 1920, or the teaching staff of the Education Department." 2. That the members of the Union (or any person eligible for membership of the Union being employed by the Commissioner of Railways of the State of Western Australia) were governed by and employed under the provisions of the Railways Classification Board Act, 1920, referred to in Section 2 (6) of the "Industrial Arbitration Act Amendment Act, 1925."	22-12-26

SUNDRY REGISTRATIONS IN CONNECTION WITH INDUSTRIAL UNIONS DURING QUARTER ENDING 31st DECEMBER, 1926.

The following Applications in pursuance of the Industrial Arbitration Act, 1912-1925, to the Registrar of Industrial Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter:—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
277	Cleaners, Caretakers, and Lift Attendants' Industrial Union of Workers—Metropolitan	William Bolton, 82 Commercial Road, Midland Junction	1-10-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	Frederick William Gerhard, 17 State Street, Victoria Park (Acting Secretary)	16-10-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	Charles Cross, 26 McMaster Street, Victoria Park	20-12-26
115	Hairdressers and Wigmakers Employees' Union of Workers—The Metropolitan	Albert William Richardson, Trades Hall, Perth	20-10-26
189	Laundry Employees' Industrial Union of Workers—Metropolitan	Annie Warren, 5 Wellington Buildings, Perth	23-12-26
269	Milk Producers' Association of Western Australia, Union of Employers (South-West Land Division)—The	William Edward Watkins, Leige Street, Osborne Park	7-10-26
242	Railway and Tramway Officers' Industrial Union of Workers—The West Australian	Theodore Herbert Morgan, Trades Hall, Perth	4-12-26
131	Railway Employees' Industrial Union of Workers—West Australian Midland	W. D. Johnson, M.L.A., Trades Hall, Midland Junction	14-10-26
202	Superphosphate and Chemical Works Industrial Union of Workers—Metropolitan	Charles Henry Partington, Ivanhoe Street, Bassendean	10-12-26

Sundry Registrations in connection with Industrial Unions during Quarter ending 31st December, 1926—contd.

Reg. No.	Union	Name and Address.	Date of Registration.
	REGISTRATION OF TREASURERS.		
277	Cleaners, Caretakers and Lift Attendants' Industrial Union of Workers—Metropolitan	Wallace Boyle	1-10-26
289	Electrical Suppliers and Contractors' Association of Western Australia (Union of Employers)—The Metropolitan	Harold Aubrey Doonan	27-10-26
189	Laundry Employees' Industrial Union of Workers—Metropolitan	Annie McGowan	23-12-26
269	Milk Producers' Association of Western Australia Union of Employers (South-West Land Division)—The	William Thomas Brunt	11-11-26
	REGISTRATION OF TRUSTEES.		
36	Bread Carters' Industrial Union of Workers—The Perth, Fremantle and Suburban	George Mansel	26-10-26
27	Clothing and Allied Trades Industrial Union of Workers, Perth—The Western Australian	Jessie Gladys Roper; George John Henfry	18-10-26
115	Hairdressers and Wigmakers' Employees Union of Workers—The Metropolitan	Leslie Norman Kuhl	10-11-26
	AMENDMENT OF RULES.		
27	Clothing and Allied Trades' Industrial Union of Workers, Perth—The Western Australian	... ...	2-12-26
180	Dock, Rivers and Harbour Works Union of Workers—Coastal	... ...	10-12-26
292	Printing Industry Employees' Union of Australia Industrial Union of Workers, Perth—Western Australian Branch of the	... ...	3-12-26
22	Railway Employees' Union of Workers—West Australian Amalgamated Society of	... ...	9-11-26
	CHANGE OF REGISTERED OFFICE.		
79	Engineers' Industrial Union of Workers, Coastal District, W.A.—Australasian Society of	*From* Temperance Hall, Museum Street, Perth, *to* Trades Hall, Beaufort Street, Perth	27-10-26
252	Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia	*From* 25 Irwin Street, Perth, *to* Central Fire Station, Murray Street, Perth	16-10-26
115	Hairdressers and Wigmakers' Employees Union of Workers—The Metropolitan	*From* 5 Wellington Buildings, Perth, *to* Trades Hall, Perth	20-10-26
269	Milk Producers' Association of Western Australia Union of Employers (South-West Land Division)—The	*From* Howe Street, Osborne Park, *to* Stuart Street, Perth	7-10-26
131	Midland Railway Employees' Industrial Union of Workers—West Australian	*From* 58 Helena Street, Midland Junction, *to* Trades Hall, Midland Junction	14-10-26
	CHANGE OF NAME.		
9	"Perth and Fremantle Operative Bakers' Industrial Union of Workers" to "West Australian Operative Bakers' Union of Workers"	... ...	23-12-26
58	"Coastal District Committee Amalgamated Society of Engineers' Industrial Association of Workers" to "Coastal District Committee Amalgamated Engineering Union Association of Workers"	... ...	9-11-26
52	"Amalgamated Society of Engineers' Industrial Union of Workers, Perth Branch" to "Amalgamated Engineering Union of Workers, Perth Branch"	... ...	9-11-26
23	"Amalgamated Society of Engineers' Industrial Union of Workers, Fremantle Branch" to "Amalgamated Engineering Union of Workers, Fremantle Branch"	... ...	9-11-26
297	"Amalgamated Society of Engineers' Industrial Union of Workers, Maylands Branch" to "Amalgamated Engineering Union of Workers, Maylands Branch"	... ...	9-11-26
73	"Amalgamated Society of Engineers' Industrial Union of Workers, Midland Junction Branch" to "Amalgamated Engineering Union of Workers, Midland Junction Branch"	... ...	9-11-26
233	"Amalgamated Society of Engineers' Industrial Union of Workers, Perth No. 2 Branch" to "Amalgamated Engineering Union of Workers, Perth No. 2 Branch"	... ...	9-11-26
258	"Amalgamated Society of Engineers' Industrial Union of Workers, Subiaco Branch" to "Amalgamated Engineering Union of Workers, Subiaco Branch"	... ...	9-11-26
269	"Perth and District Milk Producers' Industrial Union of Employers" to "The Milk Producers' Association of Western Australia Union of Employers (South-West Land Division)"	... ...	9-11-26

INDUSTRIAL UNIONS AND ASSOCIATIONS REGISTERED AT COURT OF ARBITRATION.

Industrial Unions and Associations of Workers and Employers, with names of Secretaries and Addresses, from last returns furnished, and number of members at 31st December, 1925. Failure to forward list of members, etc., within the prescribed time renders the Union liable to a penalty of £2, and every member of the Committee of Management who permits such default is liable to a penalty of Five shillings for every week the default continues.

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
146	Aerated Water and Cordial Manufacturers' Employees, Coastal	E. W. Walsh	Trades Hall, Perth	113
59	Associated Gold Mines of Western Australia, (New), Limited, The (Industrial Union of Employers)	D. F. McAulay	Fimiston	...
67	Associated Northern Blocks (W.A.), Limited, The (Industrial Union of Employers)	G. M. Roberts	Lease 49, E. Kalgoorlie	...
303	A.W.U. Westralian Branch Pastoral and Agricultural Union of Workers	A. J. Watts	38 Stirling Street, Perth ...	1,615
308	Bag, Sack and Textile Manufacturers' Employees—Coastal	J. W. Burgess	Trades Hall, Fremantle	48
9	Bakers, West Australian Operative	T. Nielsen	Trades Hall, Perth	274
41	Bakers (Master) Kalgoorlie and Boulder (Industrial Union of Employers)	G. Richards	1 Exchange Buildings, Hannan Street, Kalgoorlie	10
302	Bakers (Master), Perth and Suburban (Industrial Union of Employers)	T. C. Ferguson	47 Walcott Street, Perth ...	64
293	Bank Officials' Federation, W.A. Branch, The Australian	W. Y. Cooke	Commercial Union Chambers, St. George's Terrace, Perth	460
149	Barmaids' and Barmen's, Perth, The Western Australian	Charles Jackson	Trades Hall, Perth	*286
251	Boilermakers and Structural Iron and Steel Workers, Federated Society of, Coastal Districts, W.A.	E. A. Jackson	do. do.	234
11	Boot Trade of Western Australia Union of Workers, Perth	J. A. Lake...	Trades Hall, Perth	370
284	Bootmakers (Bespoke) and Repairers, The Metropolitan (Industrial Union of Employers)	G. W. Underwood ...	879 Hay Street, Perth	*97
230	Bottle Yards and Marine Store Employees, Coastal	G. C. Kerr	Trades Hall, Perth	29
36	Bread Carters, The Perth, Fremantle, and Suburban	O. E. Nilsson	Trades Hall, Perth	*70
126	Bread Carters, The Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	22
134	Breweries Employees, Coastal	G. C. Kerr	Trades Hall, Perth	249
47	Breweries Employees, Eastern Goldfields	E. J. Treby	Union Hall, Egan Street, Kalgoorlie	33
294	Bricklayers, The Coastal Operative	B. G. Deering	Trades Hall, Perth	345
144	Brickyard, Pottery and Porcelain Works, Westralian	A. W. Richardson ...	Trades Hall, Perth	278
204	Builders' Labourers' Union of Workers of Perth, W.A., The	James McCann	Trades Hall, Perth	364
30	Builders (Master) and Contractors' Association of Western Australia (Industrial Union of Employers)	P. Barrett	Commercial Union Chambers, St. George's Terrace, Perth	110
	Butchers (W.A. Branch).—See Meat Industry Employees (W.A. Branch).			
193	Butchers (W.A. Amalgamated), Eastern Goldfields Branch	Francis Ernest Michell ...	163 Davis Street, Boulder ...	49
260	Butchers (Master), The Coastal (Industrial Union of Employers)	W. A. Carcary	7-11 Warwick House, St. George's Terrace, Perth	18
20	Carpenters and Joiners of Australia—Perth City Amalgamated Society of	E. Ketterer	Trades Hall, Perth	589
238	Carpenters and Joiners of Australia—Fremantle Amalgamated Society of	A. Ramsay	Trades Hall, Fremantle	*165
246	Carpenters and Joiners of Australia—Subiaco Amalgamated Society of	E. Ketterer	Temperance Hall, Subiaco ...	113
247	Carpenters and Joiners of Australia—Bassendean Amalgamated Society of	Fred. Wright	"Wilverlly" Kenny Street, Bassendean	42
16	Carpenters and Joiners—Kalgoorlie Amalgamated Society of	H. Bosustow	Trades Hall, Kalgoorlie	75
186	Carriers (Master)—Fremantle Union of Employers (Industrial Union of Employers)	E. R. Bastin	2 Hope Street, South Fremantle	43
285	Carters and Drivers—West Australian (Kalgoorlie)	F. E. Michell	163 Davis Street, Boulder ...	25
273	Carters and Drivers—West Australian (Perth) ...	O. E. Nilsson	4 Trades Hall, Perth	*270
277	Cleaners, Caretakers, and Lift Attendants (Metropolitan)	Wm. Bolton	Trades Hall, Perth	222
253	Clerical Association, Australian—W.A. Coastal Districts Branch	W. H. Kitson	Trades Hall, Perth	784

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
27	Clothing and Allied Trades, The Western Australian	Annie Warren	5 Wellington Buildings, Perth ...	853
26	Coach, Car, and Rolling Stock Builders (Coastal)	P. J. Trainer	15 Trades Hall, Perth	366
42	Coachbuilders and Farriers' (Master)—West Australian Industrial Union of Employers)	H. A. Tarrant	10 and 12, Irwin Street, Perth ...	60
301	Collectors of Marine Stores, Perth	Thomas Morris	171 Charles Street, West Perth	58
256	Collie District Traders' Employees	H. E. Squance	Johnston Street, Collie	72
139	Coopers of Australia, W.A. Branch Federated ...	Philip Campbell	Trades Hall, Perth	26
271	Dairymen's Metropolitan Retail Industrial Union of Employers	W. H. Taylor	56 St. George's Terrace, Perth ...	*51
194	Divers, Marine and Tenders (Fremantle)	J. J. Cobb	Trades Hall, Fremantle	25
180	Dock, Rivers and Harbour Works (Coastal)	E. H. Gray	do. do.	*272
	Electric Power and Lighting Corporation (1906), Limited, The Kalgoorlie	*See* Kalgoorlie Electric Power and Lighting Corporation (1906), Ltd.		
	Electric Tramway Employees' Unions	*See* Tramway Employees' Unions.		
289	Electrical Suppliers and Contractors' Association of Western Australia, The Metropolitan (Union of Employers)	J. Paton	16 Surrey Chambers	37
1	Engine-drivers (Locomotive), Firemen, and Cleaners' Union, West Australian	J. J. Kenneally	10 Trades Hall, Perth	1,002
83	Engine-drivers, The Kalgoorlie Certificated ...	Edgar Henry Harris ...	11 Hanbury Street, Kalgoorlie ...	30
97	Engine-drivers and Firemen, The Metropolitan and South-Western Federated Union of Workers of Western Australia	J. Breydon	17 Trades Hall, Perth	460
128	Engine-drivers, The Bunbury and District Branch of the Metropolitan and South-Western Amalgamated Certificated Union of W.A.	J. Breydon	17 Trades Hall, Perth	288
205	Engine-drivers and Firemen's, Eastern Goldfields Federated Union of Western Australia	C. Daly	13 Piesse Street, Boulder ...	353
148	Engine-drivers and Firemen, The Collie Federated Union of Western Australia	E. E. MacIntyre	Friendly Societies' Hall, Collie ...	31
117	Engine-drivers and Firemen's, The Federated Association of Australasia, W.A. Branch Association	J. Breydon	17 Trades Hall, Perth	...
300	Engineering Union, Amalgamated, Bassendean Branch	H. Balinski	Roads Board Hall, Bassendean...	88
52	Engineering Union, Amalgamated, Perth Branch	Fred Glossop	Trades Hall, Perth	356
233	Engineering Union, Amalgamated, Perth No. 2 Branch	J. M. Fallon	do. do.	*395
23	Engineering Union, Amalgamated, Fremantle Branch	R. Williams	Trades Hall, Fremantle	229
73	Engineering Union, Amalgamated, Midland Junction Branch	G. H. Moore	Masonic Hall, Padbury Terrace, Midland Junction	116
272	Engineers, Amagalmated Society of, Collie Branch	George Hay	Crown Hotel, Collie	30
250	Engineers, Amalgamated Society of, Kalgoorlie Branch	J. A. Paterson	194 Piccadilly Street, Kalgoorlie	172
258	Engineering Union, Amalgamated, Subiaco Branch	J. W. Shacklock	Parish Hall, Subiaco	205
297	Engineering Union, Amalgamated, Maylands Branch	R. W. Pletts	St. Luke's Hall, Maylands ...	86
58	Engineering Union, Amalgamated, Coastal District Committee Industrial Association	S. Faull	Trades Hall, Perth	...
79	Engineers, Australasian Society of, Coastal District, W.A.	W. S. Richards	Trades Hall, Perth	143
248	Engineers, Australasian Society of, Fremantle ...	O. P. Cole	Trades Hall, Fremantle	253
244	Engineers, Australasian Society of, Collie River District	C. E. Pearce	Crown Hotel, Collie	33
306	Entrepreneurs' Association Industrial Union of Employers of Western Australia	Elsie M. Pittard	His Majesty's Theatre, King Street, Perth	6
305	Fibrous Plaster and Plaster Modellers and Cement Goods Manufacturers' Employees' Union	E. W. Walsh	Trades Hall, Perth	91
252	Fire Brigade Employees (Coastal Districts) of Western Australia	Charles Cross	Central Fire Station, Murray Street, Perth	101
6	Firewood Supply, The West Australian Goldfields, Limited (Industrial Union of Employers)	A. F. Cleland	Porter Street, Kalgoorlie ...	...
51	Firewood Company, The Kalgoorlie and Boulder, Limited (Industrial Union of Employers)	E. H. Jolly	Maritana Street, Kalgoorlie ...	...
249	Firewood Merchants, The Perth and Suburban (Industrial Union of Employers)	D. Mead	306 Wellington Street, Perth ...	44
265	Food Manufacturers and Wholesale Mixing and Packing Establishments Employees, The Coastal	J. W. Burgess	Trades Hall, Fremantle	67

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name.	Secretary.	Office.	No. of Members at 31-12-25.
207	Fremantle Trading Company, Limited (Industrial Union of Employers)	W. G. Sutherland (Manager)	Owen's Anchorage, South Fremantle	...
164	Furniture Trades, The United, Union, Perth, W.A.	Walter Hodsdon	Trades Hall, Perth	498
172	Gas Works Union of Workers, The Metropolitan ...	A. Carter	Trades Hall, Perth	129
33	Great Fingall Consolidated, Limited, The (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	399 St. George's Terrace, Perth ...	...
62	Great Boulder Proprietary Gold Mines, Limited, The (Industrial Union of Employers)	R. Hamilton (Manager) ...	Boulder	...
69	Golden Horseshoe Estates Company, Limited, The (Industrial Union of Employers)	J. W. Sutherland (General Manager)	Lease 351E, Boulder	...
77	Great Boulder Perseverance Gold Mining Company, Limited, The (Industrial Union of Employers)	E. Williams (Manager) ...	Fimiston	...
115	Hairdressers and Wigmakers' Employees, The Metropolitan	A. W. Richardson ...	Trades Hall, Perth	65
168	Hospitals Employees' Union of Workers, The Metropolitan Mental	J. W. Burgess	Trades Hall, Fremantle	273
295	Hospital Employees, W.A. Coastal Branch ...	J. W. Burgess	Trades Hall, Fremantle	218
283	Hospital and Asylum Employees of W.A., Eastern Goldfields Branch, The	Ivy Pirani...	Trades Hall, Kalgoorlie	25
173	Hotel, Club, Caterers, Tea Room and Restaurant Employees, Perth, The	George Ryce	25 Irwin Street, Perth	1,450
279	Hotel, Club, Caterers, Tea Room and Restaurant Employees, W.A. Goldfields Branch	May Grace	139 Dugan Street (Kalgoorlie)...	53
157	Ironmasters' Industrial Union of Employers, The Metropolitan	F. B. Tory	48/49 A.M.P. Buildings, Perth ...	14
274	Jewellers', Watchmakers', and Allied Trades, The Metropolitan	J. C. Gerring	Trades Hall, Perth	39
255	Journalists' Industrial Union of Workers of Western Australia, The Metropolitan	J. A. K. Tonkin	Wharf Street, Queen's Park ...	93
231	Kalgoorlie Electric Power and Lighting Corporation (1906), Limited, The (Industrial Union of Employers)	W. R. P. Marmion (Attorney and General Manager)	Lease 3863E, Lane Street, Boulder	...
211	Lake View and Star, Limited (Industrial Union of Employers)	E. Vail (General Manager)	Box 99, Fimiston	...
189	Laundry Employees, Metropolitan	Annie Warren	5 Wellington Buildings, Perth ...	*27
143	Lime Operatives, The Fremantle and District ...	G. Seeley	Trades Hall, Fremantle	76
4	Lumpers' Union of Workers, Fremantle	F. Rowe	Trades Hall, Fremantle	*777
21	Lumpers' Union of Workers, Geraldton	G. E. Marsh	Fitzgerald Street, Geraldton ...	125
138	Lumpers' Union of Workers, Albany	S. W. Taylor	Cuthbert Street, Albany	*147
216	Mararoa Gold Mining Company, No-Liability (Industrial Union of Employers)	J. V. W. Mathers (Manager)	Cue	...
37	Meat Industry Employees' Union, Perth—West Australian Branch—Australasian	G. J. Keith	Trades Hall, Perth	*497
75	Menzies Consolidated Gold Mines, Limited (Industrial Union of Employers)	G. S. Skuthorp (Manager)	Yunndaga (Woolgar) *via* Menzies	...
...	Midland Railway Employees, West Australian—(See Railway Employees).			
269	Milk Producers, Perth and District (Industrial Union of Employers)	W. E. Watkins	Stuart Street, Perth	*33
99	Millers and Mill Employees of Western Australia, Amalgamated, Northam	C. H. Smith	Rex Chambers, Wellington Street, Perth	230
2	Miners, Collie River District	Hyrum Whiteaker ...	Robert Street, Collie	553
275	Miners, Coolgardie Federated, W.A. (Boulder Branch)	Lloyd Albert M. Pascoe ...	94 Palace Chambers, Maritana Street, Kalgoorlie	199
270	Mining Branch, Australian Workers' Union, Westralian Goldfields	G. McKennay	Workers' Hall, Boulder	*2,958
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Cue)	J. McCarthy	Cue	...
...	Mining Branch, Australian Workers' Union, Westralian Goldfields (Branch Office, Geraldton)	V. Johnson	Geraldton	...
54	Moulders (Metals), The Federated, Perth	F. W. G. Turner	Trades Hall, Perth	184
280	Moulders (Metals), W.A. District, Goldfields Branch	A. E. Hewitt	175 Forrest Street, Kalgoorlie ...	23
225	Municipal and Roads Board Employees' Coastal	G. C. Kerr	Trades Hall, Perth	533
107	Municipal and Roads Board Labourers, Eastern Goldfields	A. L. Taylor	Trades Hall, Kalgoorlie	57
141	Musicians' Industrial Union of Workers, Perth, W.A.	E. W. Walsh	Trades Hall, Perth	225
66	North Kalgurli Company, Limited, The (Industrial Union of Employers)	W. Walker	91 Egan Street, Kalgoorlie ...	...

* Latest figures available.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
68	Oroya Links, Limited (Industrial Union of Employers)	Bewick, Moreing & Co. (General Managers)	261 St. George's Terrace, Perth ...	...
25	Painters and Decorators, The Operative	W. E. Broderick	Trades Hall, Perth	263
257	Painters, Decorators and Signwriters' Association of Western Australia Industrial Union of Employers, Perth, The Master	W. Newey	City Temperance Hall, Museum Street, Perth	42
63	Paringa Mining and Exploration Company, Limited (Industrial Union of Employers)	Wm. Walker (Manager) ...	91 Egan Street, Kalgoorlie ...	...
129	Pastrycooks and Confectioners', The Coastal Operative, Perth	E. W. Walsh	Trades Hall, Perth	53
220	Pastrycooks (Master), The Metropolitan (Industrial Union of Employers)	A. Johnson	86 Guildford Road, Mt. Lawley	11
313	Plasterers; Western Australia Society of Operative	E. W. Walsh	Trades Hall, Perth	§
13	Plumbers and Sheet Metal Workers, The W.A. ...	P. J. Trainer	Trades Hall, Perth	210
15	Plumbers, Fremantle	do.	Trades Hall, Perth	62
24	Plumbers (Master), The Perth and Districts (Industrial Union of Employers)	T. Nisbet	Royal Bank Chambers	40
310	Police Union of Workers, Western Australian ...	C. T. Nelson	Central Police Station, Perth ...	†
311	Press Association Union of Employers; Western Australian Provincial	H. Buckley	239 Murray Street, Perth ...	‡
292	Printing Industry Employees' Union of Australia Industrial Union, Western Australian Branch of the	F. G. Saunders	Room 28, Trades Hall, Perth ...	*734
291	Printers (Master) and Allied Trades, Metropolitan (Industrial Union of Employers)	E. E. Jarvis	Queen's Chambers, William Street, Perth	*23
22	Railway Employees, West Australian Amalgamated Society of	C. Haynes	Trades Hall, Perth	4,183
131	Railway Employees, West Australian Midland Railway	W. D. Johnson, M.L.A. ...	Trades Hall, Midland Junction ...	157
102	Saddlery and Leather Workers Trades Employees' Federation, Perth, Western Australian Branch	E. W. Walsh	Trades Hall, Perth	64
304	Salesmen's Industrial Union of Workers, The Perth Wholesale	J. J. Muller	755 Hay Street, Perth	*161
175	Shipwrights and Boatbuilders' Union of Workers, The Coastal	D. Hynes	Trades Hall, Fremantle	*34
159	Shop Assistants and Warehouse Employees, Perth	D. Freedman	5 Wellington Buildings, Wellington Street, Perth	2,366
167	Shop Assistants and Warehouse Employees, The Eastern Goldfields	F. Michell	Trades Hall, Kalgoorlie	148
268	Shop Assistants and Warehouse Employees, Geraldton Branch	W. T. Winston	Fitzgerald Street, Geraldton ...	32
286	Shop Assistants and Warehouse Employees, Albany Branch	James Joseph Murphy ...	Spencer Street, Albany	40
287	Shop Assistants and Warehouse Employees, Northam Branch	N. B. Furze	Forrest Street, Northam... ...	66
288	Shop Assistants and Warehouse Employees, Wagin Branch	G. B. Todd	Albion Street, Katanning ...	*21
290	Shop Assistants and Warehouse Employees, Katanning Branch	G. B. Todd	Albion Street, Katanning ...	*38
309	Shop Assistants and Warehouse Employees' Industrial Union of Workers, W.A., Busselton Branch—The	James Carson	Queen Street, Busselton ...	19
259	Shop Assistants and Warehouse Employees, Bunbury Branch	F. J. Jarvis	William Street, South Bunbury ...	*62
296	Shop Assistants and Warehouse Employees, Narrogin Branch	James Thornton	Fathom Street, Narrogin ...	22
312	Soap and Candle Manufacturers' Employees; Metropolitan	J. W. Burgess	Trades Hall, Fremantle	¶
214	Sons of Gwalia, Limited, The (Industrial Union of Employers)	E. J. Wellsted	Emanuel Buildings, St. George's Terrace, Perth	...
299	South Kalgurli Consolidated, Ltd. (Industrial Union of Employers)	F. G. Brinsden (General Manager)	Lease 1208E, Fimiston	...
74	Steamship Owners' Association Industrial Union of Employers (Fremantle), The Western Australian Branch of the Commonwealth	F. Hardouin	Steamship Buildings, Mouatt St., Fremantle	6
202	Superphosphate and Chemical Works, Metropolitan	C. H. Partington	Trades Hall, Perth	*133
7	Tailors' and Tailoresses' Society, Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	17
100	Tailors' (Master), The Coastal District (Industrial Union of Employers)	F. W. Withers	17 Commercial Union Chambers, St. George's Terrace, Perth	37
124	Tally Clerks' Union of Workers, The Fremantle ...	Herbert Turner	Trades Hall, Fremantle	106

* Latest figures available. † Registered, 12th April, 1926. ‡ Registered, 2nd August, 1926. ¶ Registered, 20th September, 1926. § Registered, 22nd September, 1926.

INDUSTRIAL UNIONS AND ASSOCIATIONS, ETC.—*continued.*

Reg. No.	Name	Secretary.	Office.	No. of Members at 31-12-25.
145	Tally Clerks' Union of Workers, The Bunbury ...	H. E. Forster	39 Wellington Street, Bunbury ...	23
125	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning. Leather Dressing and Allied Workers Trades Employees' Federation, W.A. Branch Industrial Union of Workers	G. H. Brooks	Trades Hall, Perth	69
70	Timber Corporation, Limited, The (Industrial Union of Employers)	J. Nicholson (Attorney) ...	Surrey Chambers, St. George's Terrace, Perth	...
84	Timber Union of Workers (Coastal District) of Western Australia, Amalgamated	W. Mackenzie	Holman House, Stirling Street, Perth	†6,579
85	Timber Union of Workers of Western Australia, Worsley Mill Branch	T. H. Drew	Secretary's Residence, Worsley Mill	†
86	Timber Union of Workers of Western Australia, Jarrahdale Branch	A. J. Lockyer	No. 6 Mill, Jarrahdale	†
87	Timber Union of Workers of Western Australia, Hoffman Branch	W. Stephens	Hoffman Mill	†
89	Timber Union of Workers of Western Australia, Wellington Branch	F. Spencer	Wellington Mills, *via* Dardanup ...	†
90	Timber Union of Workers of Western Australia, Mornington Branch	J. Newman	Mornington Mills	†
91	Timber Union of Workers of Western Australia, Worsley Landing Branch	W. H. Nicholls	Worsley Landing	†
93	Timber Union of Workers of Western Australia, Mornington Landing Branch	G. Bennett	Mornington Landing	†
94	Timber Union of Workers of Western Australia, Greenbushes Branch	G. Hitchins	Timber Corporation Mill, Greenbushes	†
29	Timber Yards, Saw Mills, and Woodworkers' Employees' Union of Workers, United Metropolitan	G. C. Kerr	Trades Hall, Perth	367
314	Tobacco, Cigar, and Cigarette Manufacturers' Employees' Union, Western Australia	C. A. Cornish	Trades Hall, Perth	‡
181	Traders, Eastern Goldfields (Industrial Union of Employers)	B. Leslie	139 Hannan Street, Kalgoorlie ...	24
46	Trades Hall Industrial Association of Workers, Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
96	Tramways Employees' Union, Perth Electric ...	Richard Harry Nash ...	26 Trades Hall, Perth	446
185	Tramways Employees' Union, Kalgoorlie Electric	W. S. Rosewall	155 Boulder Road, Kalgoorlie ...	25
276	Tramways and Electricity Supply Officers' Industrial Union of Workers, Perth—The Western Australian Government	E. W. Walsh	Trades Hall, Perth	*37
203	Undertakers' Assistants and Cemetery Employees—The Perth, Fremantle, and Midland Junction	A. W. Richardson ...	Trades Hall, Perth	32
278	Vineyard and Orchard Employees, South-Western Districts	S. Wilson	8 McDonald's Buildings cor. Murray and Barrack Streets, Perth	†21
235	Water, Sewerage, and Drainage Employees, Coastal and E. G., Government	G. C. Kerr	Trades Hall, Perth	977
18	Waterside Workers' Federation, Bunbury Branch, The	R. W. Guppy	Union Rooms, Bunbury ...	263
12	West Australian Newspaper Company, Limited (Industrial Union of Employers)	H. Greig	St. George's Terrace, Perth ...	...
150	Wharf Labourers' Union of Workers, The Busselton	J. H. Atkinson	Union Rooms, Busselton ...	*89
183	Wine and Spirit Warehouse Employees, W.A., The Metropolitan	P. M. Bungert	Trades Hall, Perth	48
267	Wool Scouring and Fellmongery Employees, The Fremantle	D. Freedman	5 Wellington Buildings, Perth ...	15
212	Youanmi Gold Mines, Limited (Industrial Union of Employers)	S. Fleming (Attorney) ...	Youanmi	...
			Membership—	
			Workers' Unions	42,002
			Employers' Unions	770
				42,772
			Membership of Trade Unions not registered under Industrial Arbitration Act	*271
			Total	43,043

* Latest figures available. † Union pending cancellation. ‡ Registered 14th December, 1926.

TRADE UNIONS CANCELLED DURING QUARTER ENDING 31st DECEMBER, 1926.

The registration of the following Union was cancelled by the Registrar of Trade Unions upon a Notice of Dissolution being filed by the Union:—

Reg. No.	Name of Union.	Date of Cancellation.
73	West Australian Carters and Drivers' Industrial Union of Workers (Perth)	15-12-26

SUNDRY REGISTRATIONS IN CONNECTION WITH TRADE UNIONS DURING QUARTER ENDING 31st DECEMBER, 1926.

The following Applications in pursuance of "The Trade Unions Act, 1902," to the Registrar of Trade Unions for the Registration of Officers, Amendment of Rules, etc., were dealt with during the quarter:—

Reg. No.	Union.	Name and Address.	Date of Registration.
	REGISTRATION OF SECRETARIES.		
45	Railway Employees' Union of Workers—West Australian Midland	W. D. Johnson, Trades Hall, Midland Junction	14-10-26
	REGISTRATION OF TREASURERS.		
45	Railway Employees Union of Workers—West Australian Midland	Thomas Alexander Torrance	14-10-26
	REGISTRATION OF TRUSTEES.		
79	Railway Officers' Union—West Australian	Oliver McCracken ; Joseph Cooke ; Arthur A. Rogers	2-10-26
	AMENDMENT OF RULES.		
78	Printing Industry Employees' Union of Australia, Industrial Union of Workers, Perth—Western Australian Branch of the	... ...	3-12-26
2	Railway Employees' Union of Workers—West Australian Amalgamated Society of	... ...	8-12-26
79	Railway Officers' Union—West Australian	... ...	2-12-26
	CHANGE OF REGISTERED OFFICE.		
45	Railway Employees' Union of Workers—West Australian Midland	*From* 58 Helena Street, Midland Junction, *to* Trades Hall, Midland Junction	22-10-26

TRADE UNIONS AND ASSOCIATIONS REGISTERED AT OFFICE OF REGISTRAR OF TRADE UNIONS, COURT OF ARBITRATION.

Trade Unions and Associations, with names of Secretaries and Registered Offices, and number of members from last returns furnished. Failure to forward returns, provided by Section 29 of "The Trade Unions Act, 1902," renders the Union and every officer liable to a penalty of £5.

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
6	Bakers' Union of Workers—Eastern Goldfields Operative	Wm. McL. Baird ...	Trades Hall, Kalgoorlie	19
61	Barmaids and Barmen's Union of Workers, Perth—The Western Australian	Charles Jackson	Trades Hall, Perth	322
9	Boot Trade of Western Australia Union of Workers, Perth—The	James A. Lake	Trades Hall, Perth	332
44	Bread Carters' Industrial Union of Workers—Goldfields	J. E. Plasto	Trades Hall, Kalgoorlie	25
48	Breweries Employees' Union of Workers—Coastal...	Geo. C. Kerr	Trades Hall, Perth	236
20	Breweries Employees' Union of Workers (A.W.A.)—Eastern Goldfields	Ernest J. Treby	A.W.A. Hall, Kalgoorlie ...	43
49	Brickyard, Pottery and Porcelain Works Employees' Union of Workers, Perth—Westralian	A. W. Richardson ...	Trades Hall, Perth	327
71	Butchers' Industrial Union of Employers—The Coastal Master	Wm. A. Carcary	20/24 Perpetual Trustee Buildings, St. George's Terrace, Perth	41
8	Butchers' Union of Workers, Perth—West Australian Amalgamated	Geo. J. Keith	Trades Hall, Perth	497
17	Carpenters and Joiners' Industrial Union of Workers—Kalgoorlie, Amalgamated Society of	Henry Bosustow	Trades Hall, Kalgoorlie	72
5	Carpenters and Joiners' Industrial Union of Workers—Perth, No. 798, Amalgamated Society of	E. Ketterer	Trades Hall, Perth	558
73	Carters and Drivers' Industrial Union of Workers (Perth)—West Australian	O. E. Nilsson	Trades Hall, Perth	271
62	Divers and Tenders' Union of Workers—Fremantle Marine	J. J. Cobb	Trades Hall, Fremantle	19
56	Dock, Rivers and Harbour Works' Union of Workers—Coastal	Chas. M. Sullivan... ...	Trades Hall, Fremantle	322
81	Electrical Trades Union of Australia (West Australian Branch)	William James	253 Newcastle Street, Perth ...	*
59	Engine Drivers and Firemen's Association of Australasia (West Australian Branch) Association of Workers—The Federated	James Breydon	17 Trades Hall, Perth	...
41	Engine Drivers' Union of Workers of Western Australia—Metropolitan and South-Western Amalgamated Certificated	James Breydon	17 Trades Hall, Perth	490
1	Engine Drivers, Firemen's and Cleaners' Union of Workers—West Australian Locomotive	J. J. Kenneally	Trades Hall, Perth	945
55	Engineers' Industrial Union of Workers, Perth Branch—Amalgamated Society of	Fred Glossop	Trades Hall, Perth	311
25	Engineers' Industrial Union of Workers—Fremantle Branch, Amalgamated Society of	Robert Williams	Trades Hall, Fremantle	190
26	Engineers' Industrial Union of Workers, Midland Junction Branch—Amalgamated Society of	George Harry Moore ...	Scanlon's Loco. Coffee Palace, Midland Junction	105
76	Hospital and Asylum Employees' Industrial Union of Workers of W.A., Eastern Goldfields Branch—The	John Pirani	Trades Hall, Kalgoorlie	28
74	Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, W.A., Goldfields Branch—The	Frank Michell	Trades Hall, Kalgoorlie	68
4	Lumpers' Union of Workers—Bunbury	R. W. Guppy	Lumpers' Rooms, Bunbury ...	247
39	Millers and Mill Employees' Union of Workers of Western Australia, Northam—Amalgamated	C. H. Smith	Trades Hall, Perth	202
10	Miners' Union of Workers—Collie River District ...	H. Whiteaker	Municipal Chambers, Collie ...	550
21	Plasterers—Western Australian Society of Operative	E. W. Walsh	Trades Hall, Perth	170
27	Plumbers' Industrial Union of Workers—Perth ...	P. J. Trainer	Trades Hall, Perth	183
19	Plumbers' Industrial Union of Workers—Fremantle	P. J. Trainer	Trades Hall, Perth	58
78	Printing Industry Employees' Union of Australia, Industrial Union of Workers, Perth—Western Australian Branch of the	F. G. Saunders	28 Trades Hall, Perth	754
75	Prospectors and Tributers' Association—Eastern Goldfields	C. G. Elliott	Grand Hotel, Hannan Street, Kalgoorlie	*101
45	Railway Employees' Union of Workers—West Australian, Midland	W. D. Johnson, M.L.A.	Trades Hall, Midland Junction ...	168

* Registered 11th September, 1926.

TRADE UNIONS AND ASSOCIATIONS—*continued.*

Reg. No.	Name.	Secretary.	Registered Office.	No. of Members.
2	Railway Employees' Union of Workers—West Australian Amalgamated Society of	Charles Haynes	Trades Hall, Perth	3,798
79	Railway Officers' Union—West Australian ...	Thomas Kenafick ...	11 Trades Hall, Perth	1,143
51	Shop Assistants and Warehouse Employees' Industrial Union of Workers—The Eastern Goldfields	Frank Michell	Trades Hall, Kalgoorlie	181
47	Tanning and Leather Dressing Section of the Australian Saddlery, Leather, Sail, Canvas, Tanning, Leather Dressing and Allied Workers' Trades Employees Federation (W.A. Branch), Industrial Union of Workers, Perth	Geo. H. Brooks	Trades Hall, Perth	86
7	Tailors and Tailoresses Society, Industrial Union of Workers—Eastern Goldfields Amalgamated	R. N. Wood	Trades Hall, Kalgoorlie	24
29	Timber Union of Workers (Coastal District) of Western Australia—Amalgamated	W. Mackenzie	"Holman House," Stirling Street, Perth	*6,579
31	Timber Union of Workers (Coastal District) of Western Australia, Worsley Mill Branch—Amalgamated	H. Sutton	Secretary's Residence, Worsley Mill	†
32	Timber Union of Workers (Coastal District) of Western Australia, Jarrahdale Branch—Amalgamated	J. Brosnan	Secretary's Residence, No. 6 Mill, Jarrahdale	†
33	Timber Union of Workers (Coastal District) of Western Australia, Hoffman Branch—Amalgamated	W. Pierce	Secretary's Residence, Hoffman Mill	†
34	Timber Union of Workers (Coastal District) of Western Australia, Waterous Branch—Amalgamated	W. C. Angus	Secretary's Residence, Waterous Mill	†
35	Timber Union of Workers (Coastal District) of Western Australia, Wellington Branch—Amalgamated	W. J. Brennan	Wellington Mills	†
36	Timber Union of Workers (Coastal District) of Western Australia, Mornington Branch—Amalgamated	J. Newman	Mornington Mills	†
37	Timber Union of Workers (Coastal District) of Western Australia, Worsley Landing Branch—Amalgamated	A. Duncan	Secretary's residence, Worsley Landing	†
38	Timber Union of Workers (Coastal District) of Western Australia, Greenbushes Branch—Amalgamated	A. Cook	Secretary's Residence, Timber Corporation Mills, Greenbushes	†
18	Timber Yards, Sawmills and Woodworkers Employees' Union of Workers—United Metropolitan	Geo. C. Kerr	Trades Hall, Perth	444
3	Trades Hall Industrial Association of Workers—Fremantle and District	James W. Burgess ...	Trades Hall, Fremantle	...
43	Tramways Employees' Union of Workers—Perth Electric	R. H. Nash	Trades Hall, Perth	504
			Total Membership ...	20,413

* Latest figures available. † Members included in Timber Union of Workers (Coastal District).

Award in Force 31st December, 1926.

The following table contains a list of industries and callings in respect of which Awards were extant as at 31st December, 1926, showing the area governed by each Award, the date during which it operates, registered number of Award, date of delivery, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 91, Subsection 1, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an Industrial Award it shall, subject to any variation ordered by the Court, continue in force until a new Award has been made."

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Barmaids and Barmen	Radius of 20 miles from G.P.O., Perth	25 Nov., 1926, to 14 Dec., 1927, (varies Agreement No. 37/1924)	25/1926	25-11-26	Vol. VI., No. 4, p. 340.
Barmaids and Barmen, etc.	Throughout the East Coolgardie Goldfields	30 Nov., 1922, to 29 Nov., 1923	16/1922	30-11-22	Vol. II., No 4, p. 160.
Boilermakers' and Structural Iron and Steel Workers (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	7/1921	8-5-21	Vol. II., No. 1, p. 21.
Boilermakers ...	S.W. Land Division	3 June, 1924, to 2 June, 1927	40/1922	3-6-24	Vol. IV., No. 2, p. 50.
Bootmaking and Repairing—Bespoke	Radius of 15 miles from G.P.O., Perth	13 Oct., 1922, to 12 Oct., 1925	10/1921	13-10-22	Vol. II., No. 4, p. 157.
Butchers	Radius of 30 miles from G.P.O., Perth	18 Nov., 1924, to 17 Nov., 1927	14/1922	17-11-24	Vol. IV., No. 4, p. 156.
Butchers	Radius of 10 miles from G.P.O., Kalgoorlie	13 Dec., 1922, to 12 Dec., 1925	17/1922	13-12-22	Vol. II., No. 4, p. 162.
Carpenters and Joiners (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; North-West; Trading Concerns); Fremantle Harbour Trust	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled by or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany, and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	34/1922	26-9-23	Vol. III., No. 3, p. 123.
Carpenters and Joiners (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	2/1924	8-9-24	Vol. IV., No. 3 p. 112.
Catering	Radius of 6 miles from P.O., Kalgoorlie	27 Dec., 1920, to 26 Dec., 1923	10a/1920	23-12-20	Vol. I., No 1. p. 8.
Cement Workers ...	W.A. Portland Cement Co., Ltd. Works, Rivervale	5 May, 1926, to 4 May, 1929	23/1926	24-12-26	Vol. VI., No. 4, p. 350.
Cemetery Employees	Radius of 8 miles from Town Hall, Fremantle	3 June, 1924, to 2 June, 1927	17/1921	3-6-24	Vol. IV., No. 2, p. 56.
Chaffcutting and/or Carting	South-West Land Division of West Australia	23 Nov., 1925, to 22 Nov., 1928	3/1925	23-11-25	Vol. V., No. 4, p. 290.
Cleaners, Caretakers, and Lift Attendants	Radius of 14 miles from G.P.O., Perth	11 Oct., 1921, to 10 Oct., 1922	14/1920	11-10-21	Vol. I., No. 2, p. 14.
Club Employees ...	Radius of 20 miles, from G.P.O., Perth	6 March, 1926, to 5 March, 1929	12/1920	26-2-26	Vol. VI, No. 1, p. 9.
Coaling Dredges—Geraldton	Port of Geraldton	8 Nov., 1926, to 7 Nov., 1927	18/1926	8-11-26	Vol. VI., No. 4, p. 332.
Dock, River and Harbour Works Employees (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Over the Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	26 Sept., 1923, to 25 Sept., 1926	26/1922	26-9-23	Vol. III., No. 3, p. 109.
Do. do.	*See* Coaling Dredges—Geraldton.				

Awards in Force 31st December, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Engineering (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	4 & 6/1921	8-5-22	Vol. II., No. 1, p. 13.
Engineering	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928. (W.A. Airways, Ltd., exempt from "Hours" Clause)	10/1923	31-7-25	Vol. V., No. 3, p. 166.
Engineering (Government, *viz.*, Works, Water Supply, Sewerage & Drainage, Colonial Secretary, and North-West)	(1) Radius of 12 miles from G.P.O., Perth. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by Minister for Water Supply, etc., or situated within Government Reserve 14073, Wooroloo. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Pt. Samson, Port Hedland, Broome, Derby and Wyndham	26 Sept., 1923, to 25 Sept., 1926	22 & 31/22	26-9-23	Vol. III., No. 3, p. 111.
Do.	do. do. do.	(Amendment of Nos. 22/31 of 22) 22 April, 1926, to 25 Sept., 1926	22 & 31/22	22-4-26	Vol. VI., No. 2, p. 108.
Engineering (Government, *viz.*, Water Supply, Sewerage and Drainage)	Within 100 yards of the Goldfields Water Supply main, controlled by the Minister for Water Supply, etc.	26 Sept., 1923, to 25 Sept., 1926	23 & 30/22	26-9-23	Vol. III., No. 3, p. 114.
		(Amendment of Nos. 30/22,) 22 April, 1926, to 25 Sept., 1926	23 & 30/22	24-4-26	Vol. VI., No. 2, p. 113.
Engineering (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	8 Sept., 1924, to 7 Sept., 1927	8/1923	8-9-24	Vol IV., No. 3, p. 109.
Engine Driving (Government, *viz.*, Works; Water Supply, Sewerage and Drainage; Agriculture, and Colonial Secretary)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	29 & 38/22	26-9-23	Vol. III., No. 3, p. 119.
		(Amendment of Nos. 29 and 38/22) 22 April, 1926, to 25 Sept., 1926	29 & 38/22	22-4-26	Vol. VI., No. 2, p. 106.
Engine Driving (Kurrawang)	Ten chains on either side of W.A. Goldfields Firewood Supply Railway Line	4 Oct., 1925, to 3 Oct., 1928	1/1925	2-10-25	Vol. V., No. 4, p 286.
Furniture Trades ...	Radius of 20 miles from G.P.O., Perth	16 Dec. 1926, to 15 Dec., 1929	6/1926	16-12-26	Vol. VI., No. 4, p. 342.
Hairdressers ...	Radius of 15 miles from G.P.O., Perth	3 June, 1924, to 2 June, 1927	6/1923	3-6-24	Vol. IV., No. 2, p. 53.
Laundry Employees	Radius of 14 miles from G.P.O., Perth	1 April, 1924, to 31 March, 1927	5/1923	1-4-24	Vol. IV., No. 1, p. 1.
Lumpers—Geraldton	*See* Coaling Dredges, Geraldton.				
Masters of Boats ...	Swan River between Fremantle and Perth, and within Fremantle Harbour (both inside and out) as defined by Fremantle Harbour Trust Act, 1902	23 Dec., 1915, to 22 Dec., 1918	6 & 7/1915	22-12-15	Vol. XIV., p.33* (*see* footnote).
Mining, Gold (Meekatharra and Youanmi Branch, A.W.U., and Chamber of Mines of W.A., Incorporated)	Radius of 20 miles of P.O., Cue	1 June, 1920, to 31 May, 1923	...	6-9-20	Vol. XIV., p. 224* (*see* footnote)
Mining, Coal (Collie River District)	Whole of Collie Coalfields ...	10 Oct., 1916, to 9 Oct., 1919	5/1916	10-10-16	Vol. XIV., p. 90* (*see* footnote).
Moulders (Metals), (Railways)	Area controlled by Commissioner of Railways	8 May, 1922, to 7 May, 1925	5/1921	8-5-22	Vol. II., No. 1, p. 17.

Awards in Force 31st December, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Moulders	Radius of 25 miles from G.P.O., Perth	31 July, 1925, to 30 July, 1928	3/1924	31-7-25	Vol. V., No. 3, p. 177.
Moulders (Government, *viz.*, Works and Trading Concerns)	Radius of 14 miles from G.P.O., Perth	26 Sept., 1923, to 25 Sept., 1926	39/1922	26-9-23	Vol. III., No. 3, p. 128.
Moulders (Mining) ...	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	4/1922	15-6-22	Vol. II., No. 2, pp. 9, 55.
Municipal and Roads Boards' Employees	Perth City Council and other Local Governing Bodies	3 Sept., 1926, to 18 Dec., 1927 (This award varies rates of pay under an award made by Mr. F. Walsh, dated 19-12-24)	19/26	3-9-26	Vol. VI., No. 3, p. 229.
Painters and Paperhangers	Radius of 20 miles from G.P.O., Perth	5 Aug., 1924, to 4 Aug., 1927	4/1924	5-8-24	Vol IV., No 3, p. 102.
Painters and Paperhangers (Government, *viz.*, Works; Water Supply, Sewerage and Drainage, and North-West)	(1) Radius of 12 miles from G.P.O., Perth, and area within Government Reserve 14073, Wooroloo. (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom. (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby and Wyndham.	26 Sept., 1923, to 25 Sept., 1926	24 & 35/22	26-9-23	Vol. III., No. 3, p. 115.
Do.	do. do. do.	(Amendment of Nos. 24 and 35/22) 22 April, 1926, to 25 Sept., 1926	24 & 35/22	22-4-26	Vol. VI., No. 2, p. 110.
Platelaying (Public Works — Railway Construction)	Whole of State	22 Nov. 1926 to 21 Nov. 1927	24/1926	22-11-26	Vol. VI., No. 4, p. 336.
Plumbers (Government, *viz.*, Works; Water Supply, Sewerage, and Drainage; Trading Concerns; Colonial Secretary; Steamships, and North-West)	(1) Radius of 12 miles from G.P.O., Perth (2) Area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc. (3) Coastline from 20 miles North of Geraldton to 20 miles East of Albany and 12 miles inland therefrom (4) Radius of 5 miles from Carnarvon, Onslow, Point Samson, Port Hedland, Broome, Derby, and Wyndham	26 Sept., 1923, to 25 Sept., 1926	33/1922	26-9-23	Vol. III., No. 3, p. 120.
Do.	do. do. do.	(Amendment of No. 33/22) 27 May, 1926, to 25 Sept., 1926	33/1922	27-5-26	Vol. VI., No. 2, p. 113.
Plumbers (Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, N.E. Coolgardie, Mount Margaret, East Murchison Goldfields	15 June, 1922, to 15 June, 1923	3/1922	15-6-23	Vol. II., No. 2, pp. 9, 53
Printing	Radius of 12 miles from G.P.O., Perth	7 Oct., 1924, to 6 Oct., 1927	18 and 19/1922	7-10-24	Vol. IV., No. 4, p. 150.
Amendment ...	do. do. do.	16 Dec., 1925, to 6 Oct., 1927	...	16-12-25	Vol. V., No. 4, p. 294.

Awards in Force 31st December, 1926—continued.

Industry or Calling.	Area governed.	Date of Operation.	No. of Award.	Date delivered.	Reference.
Railway Employees	Area controlled by the Commissioner of Railways	8 May, 1922, to 7 May, 1925	8/1921	8-5-22	Vol. II., No. 1, p. 4.
Shipwrights and Boatbuilders (Government, *viz.*, Works and Steamships); Fremantle Harbour Trust	Radius of 24 miles from Town Hall, Fremantle	26 Sept., 1923, to 25 Sept., 1926	36/1922	26-9-23	Vol. III., No. 3, p. 125.
Tailoring	Radius of 15 miles from G.P.O., Northam	13 Oct., 1922, to 12 April, 1923	1/1921	13-10-22	Vol. II., No. 4, p. 152.
Timber Yards, Sawmills and Woodworkers' Employees	Radius of 14 miles from G.P.O., Perth	29 Sept., 1926, to 28 Sept., 1929	4/1926	29-9-26	Vol. VI., No. 3, p. 214.
Timber Yards, Saw-Mills and Woodworkers' Employees	Radius of 14 miles from G.P.O., Perth	22 Nov., 1926, to 28 Sept., 1929. (To be read as one with Award No. 4/1926)	20/1926	22-11-26	Vol. VI., No. 4, p. 333.
Tramways	Radius of 6 miles from Perth Town Hall under "Government Tramways Act, 1912," and radius of 25 miles under "Government Electric Works Act, 1914"	24 Dec., 1926, to 23 Dec., 1929	9/1926	24-12-26	Vol. VI., No. 4, p. 352.*
Vineyard and Orchard Employees	S.W. Land Division	15 Nov., 1921, to 14 Nov., 1924	9/1921	15-11-21	Vol. I., No. 2, p. 21.
Water Supply, Sewerage and Drainage Employees (Government)	Radius of 12 miles from G.P.O., Perth; area within 100 yards from any water main pipe, dam, or well controlled or to be laid or constructed by the Minister for Water Supply, etc., and Government Reserve 14073, Wooroloo	26 Sept., 1923, to 25 Sept., 1926	25, 27 and 28/1922	26-9-23	Vol. III., No. 3, p. 105
Do. (Amendment)	do. do. do.	18 Dec., 1925, to 25 Sept., 1926	...	18-12-25	Vol. V., No. 4 p. 295.

* "Reports of Proceedings before the Court of Arbitration."

60

INDUSTRIAL AGREEMENTS IN FORCE 31st DECEMBER, 1926.

The following table contains a list of industries and callings in respect of which Industrial Agreements were extant as at 31st December, 1926, showing the area governed by each Agreement, the date during which it operates, number of Agreement, date of filing, and a reference to *Industrial Gazette* where reported therein.

Note.—Section 35, Subsection 5, of the Act No. 57 of 1912-1925 provides: "Notwithstanding the expiry of the term of an industrial agreement it shall, subject to any award of the Court, continue in force in respect of all parties thereto, except those who retire therefrom."

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Aerated Water and Cordial Making	Radius of 14 miles from G.P.O., Perth	6 Sept., 1925, to 5 Sept., 1928 ...	49/1925	25-9-25	Vol. V., No 3, p. 238.
A.W.U. (Pastoral and Agricultural)	North Wharf, Fremantle	5 Jan., 1926, to 4 Jan., 1928 ...	2/1926	6-1-26	Vol. VI., No. 1, p. 31.
Do. do.	Railway Yards, Geraldton	21 Oct., 1926, to 20 Oct., 1929 ...	33/1926	29-10-26	Vol. VI., No. 4 p. 379.
Bag, Sack, and Textile Employees	Radius of 15 miles from G.P.O., Perth	27 July, 1925, to 26 July, 1928...	48/1925	18-9-25	Vol. V., No. 3, p. 237.
Bakers (Metropolitan)	Radius of 25 miles from G.P.O. ...	7 Feb., 1924, to 6 Feb., 1927 ...	9/1924	15-3-24	Vol. IV., No. 1, p. 22.
Bank Officials	State of Western Australia	1 Sept., 1924, to 1 Feb., 1926 ...	15/1925	4-3-25	Vol., V., No. 1, p. 47
Barmaids and Barmen ...	Premises of Fremantle Workers' Social and Leisure Club not outside radius of 14 miles from G.P.O., Perth	13 Oct., 1924, to 12 Oct., 1927 ...	29/1924	11-11-24	Vol. IV., No. 4, p. 198.
Do.	Collie Licensing District	16 Mar., 1925, to 15 Mar., 1928 ...	19/1925	18-3-25	Vol. V., No 1. p. 54
Do. (Metropolitan) ...	Radius of 20 miles from G.P.O., Perth	15 Dec., 1924, to 14 Dec., 1927 ... (Varied by Award No. 25/1926)	37/1924	24-12-24	Vol. IV., No. 4, p. 211.
Blacksmithing (*See* Engineering).					
Bootmaking (Bespoke) ...	Radius of 15 miles from G.P.O., Perth	5 May, 1926, to 4 May, 1929 ...	16/1926	24-5-26	Vol. VI., No. 2, p. 172.
Bootmaking	Radius of 14 miles from G.P.O., Perth	19 Nov., 1926, to 18 Nov., 1929 ...	38/1926	...	Vol. VI., No. 4, p. 388.
Bread Carting	Radius of 10 miles from P.O., Kalgoorlie	16 Oct., 1920, to 15 Oct., 1921...	64/1920	15-12-20	Vol. I., No. 1, p. 14
Do.	Radius of 20 miles from G.P.O., Perth	28 Mar., 1925. to 1 Jan., 1928	24/1925	15-4-25	Vol. V., No. 2, p. 104.
Brewing	Perth and Fremantle Districts ...	20 Nov., 1924, to 20 Nov., 1925 ...	16/1925	9-3-25	Vol. II., No. 1. p. 24.
Do.	Eastern Goldfields District	24 Dec., 1920, to 24 Dec., 1921 ...	8/1921	28-2-21	Vol. I., No. 1, p. 44.
Do.	Kalgoorlie Brewing and Ice Co. ...	24 Dec., 1924, to 24 Dec., 1926 ...	11/1925	18-2-25	Vol. V., No. 1, p. 37
Brickyard Employees	Radius of 80 miles from G.P.O., Perth	2 Oct., 1925, to 1 Oct., 1928 ...	58/1925	24-10-25	Vol. V., No. 4, p. 335.
Butchering (*See* Meat Industry Employees).					
Butchering, Wholesale (*See* Slaughtering).					
Carpentry and Joinery ...	Radius of 14 miles of G.P.O., Perth ...	13 Nov., 1923, to 12 Nov., 1926 ... (Varied by Court on 15th December, 1925)	15/1923	16-11-23	Vol. III., No. 4, p. 175.
Do. do.	do. do. do.	17 Dec., 1925, to 13 Nov., 1925 (Amendment of 15/1923)	1/1926	6-1-26	Vo'. VI., No. 1. p. 29.
Carpentry and Joinery ...	South-West Land Division excluding area comprised within a radius of 14 miles of G.P.O., Perth	26 Oct., 1926, to 25 Oct., 1929 ...	36/1926	23-11-26	Vol. VI., No. 4, p. 384.
Car and Wagon Building (*See* Railway Employees, Government).					
Carters and Drivers' Union ...	Radius of 20 miles from G.P.O., Perth	21 April, 1925, to 1 Jan., 1928	27/1925	9-5-25	Vol. V., No. 2, p. 109.
Do. do. ...	do. do. do.	2 June, 1926, to 1 Jan., 1928 (Amendment of No. 27/1925)	21/1926	5-7-26	Vol. VI., No. 3, p. 280.
Cardboard Box and Carton making Industry	Radius of 14 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926...	35/1924	4-12-24	Vol. IV., No. 4, p. 208.
Case and Box-making ...	Radius of 14 miles from G.P.O., Perth	11 Nov., 1924, to 10 Nov., 1927	36/1924	4-12-24	Vol. IV., No. 4, p. 210.
Catering (Hotel, Restaurant, Coffee Palace and Tea Room)	Radius of 20 miles from G.P.O., Perth	2 June, 1925, to 1 June, 1928	31/1925	16-6-25	Vol. V., No. 2, p. 119.
Do. do.	Radius of 15 miles from P.O., Bunbury	15 Feb., 1924, to 11 July, 1925	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. do. ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/24	1-10-24	Vol. IV., No. 4, p. 188.
Do. do. ...	Radius of 20 miles from Merredin ...	29 May, 1926, to 29 May, 1929	17/26	24-5-26	Vol. VI., No. 2, p. 175.
Clerical (Wholesale Warehouses, Fremantle)	Radius of 5 miles from P.O., Fremantle	1 Nov., 1924, to 31 Oct., 1927 ...	32/24	17-11-24	Vol. IV., No. 4, p. 201.
Clerical (Wharf)	Premises controlled by Fremantle Harbour Trust Commissioners laid down in Act of 1902	1 July, 1924, to 30 June, 1927 ...	27/1924	13-10-24	Vol. IV., No. 4, p. 194.
Clerical (wholesale warehouses)	Radius of 14 miles from G.P.O., Perth, excluding area covered by agreement No. 32/24	5 Jan., 1925, to 31 Oct., 1927 ...	2/1925	15-1-25	Vol. V., No. 1, p. 19.
Clerical (retail establishments)	Radius of 14 miles from G.P.O., Perth	24 Jan., 1925, to 23 Jan., 1928 ...	7/1925	6-2-25	Vol. 5 No. 1, p. 29.
Clothing Trades (Millinery) ...	Radius of 25 miles from G.P.O., Perth	20 Dec., 1926, to 19 Dec., 1929 ...	44/1926	20-12-26	Vol. VI., No. 4, p. 401.
Do. (Dressmaking)	do. do. ...	do. do. ...	47/1926	20-12-26	Vol. VI., No. 4, p. 412.
Do. (Stock Costumes)	do. do. ...	do. do. ...	46/1926	20-12-26	Vol. VI., No. 4, p. 407.
Do. (Ready-made)	do. do. ...	do. do. ...	45/1926	20-12-26	Vol. VI., No. 4, p. 403.

Industrial Agreements in Force, etc.—continued.

Industry or Calling	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Clothing Trades (Knitting) ...	South-West Land Division	20 Dec., 1926, to 19 Dec., 1929	43/1926	20-12-26	Vol. VI., No. 4, p. 396.
Coachbuilders and Farriers ...	Over the whole of the State	23 March, 1925, to 22 March, 1926	23/1925	8-4-25	Vol. V., No. 2. p. 101.
Collie Traders Employees (*See* Shop Assistants).					
Coopers, Wyndham Meat Works (*See* Meat Industry Employees).					
Drivers, Motor Car (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926	26/1925	18-4-25	Vol. V, No. 2. p. 109.
Drivers—Motor (Passenger) ...	South-West Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Dock, Rivers and Harbour Works Employees (Government)	Over the Coastline from 20 miles north of Geraldton to 20 miles East of Albany and 15 miles inland therefrom	27 Sept., 1924, to 26 Sept., 1925 ...	24/1924	29-9-24	Vol. IV., No. 3, p. 123.
Do. (casual)	State of Western Australia	12 Jan., 1925, to 31 Jan., 1926 ...	9/1925	10-2-25	Vol. V., No. 1, p. 35.
Dyeing and Cleaning ...	Radius of 14 miles from G.P.O., Perth	5 Aug., 1920, to 4 Aug., 1921 ...	55/1920	20-10-20	Vol. I., No. 1, p. 14.
Engineering	Collie Collieries	4 Mar., 1926, to 3 Mar., 1929 ...	10/1926	15-3-26	Vol. VI., No. 1, p. 51.
Do.	Government Generating Station, East Perth	15 Sept., 1923, to 7 May, 1925 ...	10/1923	19-9-23	Vol. III., No. 3, p. 134.
Do.	State Implement Works	21 May, 1926, to 26 Sept., 1926 ...	19/1926	3-6-26	Vol. VI., No. 2, p. 178.
Engineering (Sawmills) ...	S.W. Land Division, excluding radius of 14 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	64/1925	28-11-25	Vol. V., No. 4 p. 344.
Do.	do. do. do.	30 Jan., 1926, to 20 Nov., 1928 ...	8/1926	1-3-26	Vol. VI., No. 1, p. 49.
Engineering (H. V. McKay) ...	Radius of 14 miles from G.P.O., Perth	1 July, 1926, to 30 June, 1927 ...	24/1926	12-7-26	Vol. VI., No. 3, p. 282.
Engineering (Fremantle Tramways)	Over all the Board's lines	20 Aug., 1923, to 31 Mar., 1925	16/1923	26-11-23	Vol. III., No. 4, p. 179.
Engineering (Horsfield and Brackelmann and Municipality of Boulder)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret and East Murchison Goldfields	2 Oct., 1924, to 8 Sept., 1927 ...	30/1924	12-11-24	Vol. IV., No. 4, p. 198.
Engineering (Midland Railway)	Area controlled by Midland Railway Co., of W.A.	14 Sept., 1922, to 14 Sept., 1925	13/1923	30-10-23	Vol. III., No. 4, p. 173.
Engineering (Assemblers) (Rd. Purser & Co.)	Radius of 12 miles from G.P.O., Perth	1 Aug., 1926 to 31 July, 1929 ...	29/1926	30-8-26	Vol. VI., No. 3, p. 295.
Engineering, Wyndham Meat Works (*See* Meat Industry Employees).					
Engine-drivers and Firemen (Brewery)	Perth and Fremantle District ...	20 Nov., 1924, to 19 Nov., 1925 ...	6/1925	9-3-25	Vol. V., No. 1, p. 50.
Engine-drivers and Firemen (Brewery)	Kalgoorlie Brewery and Ice Co.	1 Jan., 1925, to 31 Dec., 1926 ...	10/1925	16-2-25	Vol. V., No. 1, p. 37.
Engine-drivers and Firemen (Brewery)	Boulder	24 Dec., 1920, to 23 Dec., 1921 ...	9/1921	7-3-21	Vol. I., No. 1, p. 46.
Engine-drivers and Firemen (Railway Loco.)	Over the whole of the State	1 Jan., 1926 to 31 Dec., 1926 ...	28/1926	28-8-26	Vol. VI., No. 3, p. 288.
Engine-drivers and Firemen (Railways)	Government Generating Station at East Perth	1 March, 1923, to 28 Feb., 1925 ...	2/1923	7-3-23	Vol. III., No. 1, p. 24.
Engine-drivers and Firemen (Railway Construction)	Over the whole of the State... ...	10 Dec., 1926, to 9 Dec., 1929 ...	41/1926	10-12-26	Vol. VI., No. 4, p. 393.
Engine-drivers and Firemen (Ice Works)	Over Premises of Western Ice Co. (1919), Limited, Perth and Fremantle	20 Sept., 1922, to 31 Dec., 1923 ...	7/1922	29-9-22	Vol. II., No. 3, p. 127.
Engine-drivers and Firemen (Coal Mining)	Collie Collieries	10 Feb., 1926, to 9 Feb., 1929 ...	7/1926	16-2-26	Vol. VI., No. 1, p. 48.
Engine-drivers and Firemen (Tin Mining)	Greenbushes Tinfields	5 July, 1919, to 4 July, 1922 ...	20/1919	26-8-19	Vol. XIV., p. 267*
Do. do. ...	do.	5 July, 1920, to 4 July, 1922 (Supplementary to 20/1919)	40/1920	19-8-20	Vol. XIV., p. 488*
Engine-drivers and Firemen ...	S.W. Industrial District	1 May, 1919, to 30 April, 1922	13/1919	14-7-19	Vol. XIV., p. 462*
Engine-drivers and Firemen (Foggitt, Jones, & Co., Ltd.)	do.	26 July, 1920, to 13 July, 1922 (Variation of Agreement 13/1919)	39/1920	3-8-20	Vol. XIV., p. 660*
Do do. ...	do.	1 May, 1920, to 30 April, 1922 (Variation of Agreement 13/1919)	45/1920	10-9-20	Vol. XIV., p. 678*
Engine-drivers, Firemen, etc....	Over whole of State	1 Mar., 1926, to 28 Feb., 1929 ...	9/1926	1-3-26	Vol. VI., No. 1, p. 50.
Engine-drivers and Firemen ...	Boulder Municipality	1 May, 1919, to 30 April, 1922	12/1919	11-7-19	Vol. XIV., p. 460*
Engine-drivers and Firemen (Gold Mining)	Yilgarn, Coolgardie, Broad Arrow, Dundas, E. Coolgardie, N. Coolgardie N.E. Coolgardie, Mt. Margaret, and E. Murchison Goldfields	16 April, 1925, to 16 April, 1926	46 & 47/1925	1-9-25	Vol. V., No. 3, p. 230 and 233.
Engine-drivers and Firemen (Wyndham Meat Works), *See* Meat Industry Employees.					
Fibrous Plaster, Modellers and Cement Goods	Radius of 25 miles from G.P.O., Perth	20 Oct., 1925, to 19 Oct., 1928 ...	59/1925	30-10-25	Vol. V., No. 4, p. 337
Fire Brigades Employees ...	State	1 Mar., 1925, to 31 Dec., 1927 ...	20/1925	23-3-25	Vol. V., No. 1, p. 55.
Firemen (Perth Hospital) ...	The Boiler House, Perth Public Hospital	1 July, 1926 to 30 June, 1926 ...	26/1926	27-8-26	Vol. VI., No. 3, p. 286.
Firewood Cutting (Westonia Firewood Contractors)	Westonia District of Yilgarn Goldfields	1 Sept., 1921, to 31 Aug., 1922	37/1921	29-10-21	Vol., I. No. 2, p. 36.
Food Manufacturing and Packing	Radius of 15 miles of G.P.O., Perth ...	22 Jan., 1924, to 21 Jan., 1927 ...	4/1924	8-2-24	Vol. IV., No. 1, p. 13.
Do. do. ...	... ...	... ...	55/1925	13-10-25	Vol. V., No. 4, p. 331.

* Concurrent with Agreement No. 20/1924.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Gas Works (Coal)	Radius of 5 miles of the Perth Town Hall, and 5 miles of Fremantle Town Hall	24 Sept., 1925, to 25 Sept., 1927 ...	54/1925	12-10-25	Vol. V., No. 4, p. 329.
Hospital Asylum Employees (Eastern Goldfields Branch)	Radius of 14 miles from Central Post Office, Kalgoorlie	1 July, 1926, to 30 June, 1927 ...	40/1926	10-12-26	Vol. VI., No. 4, p. 392.
Hospital Employees (Coastal)	Radius of 14 miles from G.P.O., Perth	5 May, 1925, to 4 March, 1928 ...	35/1925	24-6-25	Vol. V., No. 2, p. 127.
Do. (Mental)	Hospital for Insane, Claremont, Reception Ward for Mental cases, Whitby Falls Hospital for Insane, Greenplace Hospital for Insane, and Inebriates' Home	1 July, 1926, to 30 June, 1927 ...	35/1926	12-11-26	Vol. VI., No. 4, p. 382.
Hospital Employees (Wooroloo)	Wooroloo Sanatorium	1 Jan., 1925, to 31 Dec., 1925 ...	57/1925	22-10-25	Vol. V., No. 4, p. 334.
Do. do.	do.	1 July, 1926—Concurrent with Agreement 57/1925	37/1926	27-11-26	Vol. VI., No. 4, p. 388.
Hotel, Club, Caterers, etc. (Bunbury)	Radius of 15 miles from P.O., Bunbury	25 Feb., 1924, to 11 July, 1925 ...	6/1924	16-2-24	Vol. IV., No. 1, p. 18.
Do. (Collie) ...	Radius of 28 miles from P.O., Collie ...	10 Oct., 1924, to 22 Dec., 1926 ...	25/1924	1-10-24	Vol. IV., No. 4, p. 188.
Do. (Northam)	Radius of 20 miles from P.O., Northam	1 Jan., 1925, to 30 Dec., 1927 ...	28/1924	10-11-24	Vol. IV., No. 4, p. 194.
Do. ...	Radius of 20 miles from G.P.O., Perth	2 June, 1925, to 1 June, 1928 ...	31/1925	16-6-25	Vol. V., No. 2, p. 119.
Hotel Employees (State) ...	Over all hotels within jurisdiction of the Colonial Secretary	1 June, 1924, to 31 Dec., 1925 ...	19/1924	4-7-24	Vol. IV., No. 3, p. 116
Jewellers, Watchmakers and Allied Trades	Radius of 14 miles from G.P.O., Perth	13 July, 1925, to 12 July, 1928 ...	39/1925	20-7-25	Vol. V., No. 3, p. 211.
Journalists ("Sunday Times")	Radius of 15 miles from G.P.O., Perth	21 Oct., 1924, to 31 Dec., 1927 ...	33/1924	20-11-24	Vol. IV., No. 4, p. 203.
Do. ("Primary Producer")	Radius of 15 miles from G.P.O. Perth	22 July, 1925, to 31 Dec., 1927 ...	40/1925	22-7-25	Vol. V., No. 3, p. 214.
Do. ("Westralian Worker")	Radius of 15 miles from G.P.O., Perth	22 July, 1925, to 31 Dec., 1927 ...	41/1925	22-7-25	Vol. V., No. 3, p. 216.
Labourers (Building Trade) ...	Radius of 14 miles from G.P.O., Perth	1 Sept., 1924, to 31 Aug., 1927 ...	22/1924	1-9-24	Vol. IV., No. 3, p. 121.
Do. do. ...	do. 25 do. do.	1 Sept., 1926, to 31 Aug., 1927 (Amendment of No. 22/1924)	30/1926	16-9-26	Vol. VI., No. 3, p. 296.
Labouring, Metal Working (*See* Moulders (Metal Working Labourers).					
Labouring, Municipal (*See* Municipal Employees).					
Lime Industry	Radius of 25 miles from G.P.O., Perth	1 Apl., 1926, to 31 March, 1927 ...	15/1926	10-5-26	Vol. VI., No. 2, p. 170.
Marine Divers and Tenders ...	Public Works Department, Fremantle Harbour Trust, Bunbury Harbour Board, and W.A.G. Railways	16 Feb., 1926, to 15 Feb., 1929	12/1925	22-3-26	Vol. VI., No. 1, p. 53.
Marine Store and Bottle Washing	Collins and Co.'s Stores, Perth and Fremantle Districts	3 Feb., 1920, to 2 Feb., 1921 ...	19/1920	25-3-20	
Meat Industry Employees (Ham and Bacon curing)	Foggitt Jones Limited	21 Jan., 1925, to 31 Oct., 1925 ...	3/1926	16-1-26	Vol. VI., No. 1, p. 31.
Meat Industry Employees (British-American Bye-Products Co.)	Radius of 30 miles from G.P.O., Perth	25 Feb., 1924, to 24 Feb., 1927 ...	10/1924	17-3-24	Vol. IV., No. 1, p. 25.
Meat Industry Employees (Wyndham Meat Works—*See* Slaughtering)					
Mining (Collie Coal)	Collie District	Concurrent with Award 5/1916 of 10th Oct., 1916	13/1916	18-11-16	Vol. XIV., p. 250*
Do. do.	do.	1 July, 1917, to 1 April, 1920...	19/1917	1-7-17	Vol. XIV., p. 293*
Do. do.	Westralian Coal Mining Co., Ltd. ...	8 Oct., 1917, to 10th Oct., 1919 ... (Agreement to run concurrently with District Award, 5/1916, of 10th Oct., 1916)	24/1917	17-11-17	Vol. XIV., p. 302*
Do. do.	Coal Mining Leases on Collie Coalfield, owned by Proprietary Coal Mines of W.A., Ltd.	20 June, 1918, to 9 Oct., 1919 (Agreement to run concurrently with District Award, 5/1916)	13/1918	22-7-18	Vol. XIV., p. 343*
Do do.	Collie Coalfields	1 Jan., 1920, to 31 Dec., 1920 ...	1/1920	19-1-20	Vol. XIV., p. 534*
Do do.	do	7 July, 1919, to 31 Dec., 1920 ...	2/1920	19-1-20	Vol. XIV., p. 535*
Do. do.	Premier Coal Mining Co., Ltd. ...	27 Dec., 1919, to expiry of district award 5/1916 of 10th October, 1916	12/1920	21-2-20	Vol. XIV., p. 561*
Do. do.	Coal Mining Leases No. 85/100, inclusive, and 267, Collie, known as the Proprietary Mine	11 April, 1921, to 10 April, 1922...	20/1921	27-5-21	Vol. I., No. 2, p. 42.
Do. do.	Amalgamated Collieries of W.A., Ltd., and Premier Coal Mining Co., Ltd.	17 April, 1925 (Agreement to run concurrently with District Award, No. 5/1916)	37/1925	14-7-25	Vol. V., No. 3, p. 208.
Mining, Wheelers (Collie Coal)	Amalgamated Collieries of W.A., Ltd.	19 July, 1926, to 18 July, 1927	27/1926	27-8-26	Vol. VI., No. 3, p. 287.
Mining (Gold)	Yilgarn, Coolgardie, Broad Arrow, Dundas, East Coolgardie, North-East Coolgardie, Mt. Margaret, the East Murchison Goldfields with the exception of the Blk. Range District of the East Murchison Goldfield	16 April, 1925, to 15 April, 1926	44/1925	30-7-25	Vol. V., No. 3, p. 221.
Motor Car Drivers (Government)	Radius of 35 miles from G.P.O., Perth	6 April, 1925, to 5 April, 1926 ...	26/1925	18-4-25	Vol. V., No. 2, p. 109.
Do. (Passenger carrying)	S.W. Land Division	3 Dec., 1925, to 2 Dec., 1926 ...	65/1925	5-12-25	Vol. V., No. 4, p. 346.
Do. do.	do. do.	2 June, 1926, to 2 Dec., 1926 ... (Amendment of No. 65/1925)	22/1926	5-7-26	Vol. VI., No. 3, p. 281.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Moulders' Assistants	State Implement Works within S.W. Land Division	1 Jan., 1924, to 31 March, 1924	16/1924	7-6-24	Vol. IV., No. 2, p. 73.
Moulders, Metals (Stove, Range, and Grate Work only)	Radius of 15 miles from G.P.O., Perth	12 Aug., 1919, to 11 Aug., 1922 ...	19/1919	25-8-19	Vol. XIV., p. 487*
Municipal Employees	Municipal District of Subiaco and all of E. A. Freeman's Employees	4 Dec., 1919, to 4 Dec., 1920 ...	7/1920	2-2-20	Vol. XIV., p. 551*
Municipal Employees (Kalgoorlie Road Board)	Eastern Industrial District	21 Nov., 1925, to 21 Nov., 1927	63/1925	21-11-25	Vol. V., No. 4, p. 343.
Municipal Employees	Boulder Municipality	1 Oct., 1925, to 30 Sept., 1927	56/1925	15-10-25	Vol. V., No. 4, p. 332.
Municipal Employees (Kalgoorlie Municipal Council)	Eastern Industrial District	1 Oct., 1925, to 30 Sept., 1927..	68/1925	19-12-25	Vol. V., No. 4, p. 350.
Musicians	Radius of 25 miles from G.P.O., Perth	27 Jan., 1925, to 26 Jan., 1928 ...	12/1925	25-2-25	Vol. V., No. 1, p. 39.
Opticians' Mechanics	Radius of 14 miles from G.P.O., Perth	16 Aug., 1920, to 15 Aug., 1922...	53/1920	14-8-20	Vol. I., No. 1, p. 20.
Painters and Paperhangers ...	Radius of 25 miles from P.O., Kalgoorlie	10 July, 1917, to 10 July, 1919...	15/1917	21-1-17	Vol. XIV., p. 285*
Paper Ruling (*See* Printing)					
Pastry Cooking	Radius of 20 miles from G.P.O., Perth	12 May, 1925, to 11 May, 1928...	33/1925	23-6-25	Vol. V., No. 2 p. 124.
Photographic Employees ...	Radius of 15 miles from G.P.O., Perth	9 May, 1924, to 8 May, 1927 ...	13/1924	14-5-24	Vol. IV., No. 2, p. 62.
Plumbing	Radius of 25 miles of G.P.O., Perth ...	25 Jan., 1924, to 24 Jan., 1927 ...	5/1924	15-2-24	Vol. IV., No. 1, p. 15.
Do.	do. do. ...	30 May, 1925, to 24 Jan., 1927. (Variation of Agreement No. 5/1924)	29/1925	9-6-25	Vol. V., No. 9, p. 114.
Police	Over the whole of State	12 July, 1926 to 8 April, 1928 ...	25/1926	23-7-26	Vol. VI., No. 3, p. 233.
Do.	do. do.	(Amendment of Agreement 25/1926)	39/1926	9-12-26	Vol. VI., No. 4, p. 392.
Pottery and Porcelain... ...	Radius of 30 miles from G.P.O., Perth	21 Nov., 1925, to 20 Nov., 1928 ...	67/1925	16-12-25	Vol. V., No. 4, p. 349.
Printing (Country)	Over the whole of the State, exclusive of radius of 15 miles from G.P.O., Perth, and the Eastern Goldfields District	23 Mar., 1925, to 22 Mar., 1928...	25/1925	17-4-27	Vol. V., No. 2, p. 106.
Printing (newspaper) ...	Radius of 15 miles from G.P.O., Perth	31 Jan., 1925, to 30 Jan., 1927 ...	8/1925	7-2-25	Vol. V., No. 1, p. 31.
Do.	do. do. ...	27 Mar., 1925, 30 Jan., 1927. (Variation of Agreement No. 8/1925)	21/1925	1-4-25	Vol. V., No. 2, p. 92.
Printing (Cardboard Box making and Carton making)	Radius of 20 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1926 ...	35/1924	1-12-24	Vol. IV., No. 4, p. 208.
Railway Employees (Midland Railway) (General)	Over the whole of the Midland Railways and Workshops in connection therewith	8 May, 1922, to 7 May, 1925 ...	1/1923	22-2-23	Vol. III, No. 1, p. 19.
Do. (Engine-drivers, etc.)	do. do.	1 Jan., 1926, to 31-12-26 ...	6/1926	3-2-26	Vol. VI., No. 1, p. 40.
Do. (Officers)	Over the whole of the Midland Railways	18 Feb., 1922, to 17 Feb., 1925 ...	4/1923	22-3-23	Vol. III, No. 1, p. 26.
Do.	do. do. ...	28 April, 1925, to 27 Feb., 1928. Amendment to Agreement, No. 4/1928	34/1925	22-6-25	Vol. V., No. 2, p. 26.
Railway Employees (Midland Railway)	Over the whole of the Midland Railways	29 Oct., 1922, to 31 Dec., 1923 ...	5/1923	22-3-23	Vol. III., No. 1 p. 29.
Do. do. ...	do. do. ...	10 Jan., 1924, to 31 Dec., 1925 (Variation of Agreement, No. 5 of 1923)	11/1924	19-3-24	Vol. IV., No. 1, p. 26.
Restaurant Employees (Railway Dining Car)	Area covered by W.A. Government Railways	1 Aug., 1924, to 31 Dec., 1925 ...	21/1924	13-8-24	Vol. IV., No. 3, p. 121.
Do. do.	do. do. do.	do. do. do.	23/1924	4-9-24	Vol. IV., No. 3, p. 122.
Saddlery and Leather Working	Radius of 25 miles from G.P.O., Perth	3 August, 1925, to 2 August, 1928	45/1925	2-9-25	Vol. V., No. 2, p. 226.
Salesmen (Perth Wholesale)	Radius of 14 miles from G.P.O. Perth	12 June, 1925, to 11 June, 1928	32/1925	16-6-25	Vol. V., No. 2, p. 122
Sheet Metal Working	Radius of 30 miles from G.P.O., Perth	26 Feb., 1925, to 31 Dec., 1927...	17/1925	11-3-25	Vol. 5, No. 12 pp. 11, 5,
Shipwright and Boat Building	Radius of 20 miles from Fremantle Town Hall	13 June, 1919, to 12 June, 1922 ...	14/1919	11-8-19	Vol. XIV., p. 467*
Shop Assistants (Albany) ...	Radius of 15 miles from P.O., Albany	20 Jan., 1925, (running concurrently with agreement No. 57/1925)	5/1925	27-1-25	Vol. V., No. 1, p. 25.
Shop Assistants (Bunbury) ...	Radius of 15 miles from G.P.O., Bunbury	1 Jan., 1921, to 31 Dec., 1921 ...	62/1920	8-12-20	Vol. I., No. 1, p. 27.
Shop Assistants (Busselton) ...	Radius of 20 miles from P.O., Busselton	9 Nov., 1925, to 8 Nov., 1928 ...	61/1925	9-11-25	Vol. V., No. 4, p. 340.
Shop Assistants (Collie Retail Employers)	Radius of 15 miles from P.O., Collie	22 Feb., 1922, to 21 Feb., 1923 ...	2/1922	2-3-22	Vol. II., No. 1, p. 32.
Shop Assistants (Eastern Goldfields)	Radius of 30 miles from P.O., Kalgoorlie	3 May, 1920, to 2 May, 1921 ...	26/1920	3-5-20	Vol. XIV., p. 831*
Shop Assistants (Eastern Goldfields)	Radius of 10 miles from P.O., Kalgoorlie	31 Jan., 1921, to 28 Feb., 1923 ...	12/1921	31-3-21	Vol. I., No. 2. p. 49.
Shop Assistants (Geraldton) ...	Radius of 70 miles from P.O., Geraldton	10 Mar., 1926, to 9 Mar., 1929 ...	11/1926	19-3-26	Vol. VI., No. 1, p. 53.
Do. do. ...	Radius of 15 miles from P.O., Geraldton	Amendment to Agreement No. 11/1926	33/1926	26-10-26	Vol. VI., No. 4, p. 378.
Shop Assistants (Harvey) ...	Radius of 8 miles from P.O., Harvey...	1 Oct., 1921, to 30 Sept., 1922	39/1921	26-11-21	Vol. I., No., 2. p. 68.
Shop Assistants (Katanning) ...	Radius of 2 miles from P.O., Katanning	9 Jan., 1925, to 8 Jan., 1926 ...	1/1925	2-1-25	Vol. V., No. p. 17.

Industrial Agreements in Force, etc.—continued.

Industry or Calling.	Area Governed.	Date of Operation.	No. of Agreement.	Date filed.	Reference.
Shop Assistants (Metropolitan)	Radius of 15 miles from G.P.O., Perth	19 Nov., 1924, to 18 Nov., 1927 ...	34/1924	21-11-24	Vol. IV., No. 4, p. 205.
Shop Assistants (Narrogin) ...	Radius of 5 miles from P.O., Narrogin	19 Jan., 1925, to 18 Jan., 1928 ...	3/1925	1-1-25	Vol. V., No. 1, p. 22.
Shop Assistants (Northam) ...	Radius of 15 miles from P.O., Northam	6 July, 1925, to 5 July, 1927 ...	43/1925	24-7-25	Vol. V., No. 3, p. 219.
Do. do. ...	do. do. do.	1 Sept., 1926 to 5 July, 1927 ... (Amendment of No. 43/1925)	31/1926	28-9-26	Vol. VI., No. 3, p. 297.
Shop Assistants (Wagin) ...	Radius of 5 miles from P.O., Wagin ...	13 Jan., 1925, to 18 Nov., 1927 ...	4/1925	21-1-25	Vol. V., No. 1, p. 23.
Shop Assistants (Fruit and Produce)	Radius of 15 miles from G.P.O., Perth	1 May, 1926, to 30 April, 1927 ...	20/1926	14-6-26	Vol. VI., No. 2 p. 180.
Slaughtering (Foggitt, Jones, & Co., Ltd., Small Goodsmen, Yardmen, etc.)	Foggitt, Jones & Co., Ltd., Works at Bellevue or other establishments within a radius of 30 miles of G.P.O., Perth	26 Jan., 1920, to 31 Jan, 1921	24/1920	28-4-20	
Slaughtering	Wyndham Meat Works	1 April, 1926, to 31 March, 1927	13/1926	16-4-26	Vol. VI. No. 2, p. 143.
Superphosphate Workers ...	Radius of 15 miles from G.P.O., Perth	9 July, 1925, to 8 July, 1928 ...	38/1925	14-7-25	Vol. V., No. 3.
Tailoring	Radius of 25 miles from G.P.O., Perth	6 May, 1926, to 5 May, 1929 ...	14/1926	7-5-26	Vol. VI., No. 2, p. 152.
Do.	Radius of 15 miles from P.O., Geraldton	1 Nov., 1926, to 30 Oct., 1929 ...	34/1926	11-11-26	Vol. VI., No. 4, p. 380.
Do.	Radius of 25 miles from P.O., Kalgoorlie	1 Sept., 1920, to 31 Aug., 1921 ...	56/1920	23-10-20	Vol. I., No. 1, p. 30.
Tally Clerking	So much of "Koombana Bay," in the Port of Bunbury, as is within the high-water mark, and also to such ballast ground as may from time to time be appointed for use by the Harbour Master of the said Port	6 June, 1925, to 5 June, 1928 ...	36/1925	24-6-25	Vol. V., No. 2, p. 128
Timber (Case and Box making)	Radius of 14 miles from G.P.O., Perth	11 Nov., 1924, to 10 Nov., 1927...	36/1924	10-12-24	Vol. IV., No. 1, p. 210.
Tramway Employees (Commissioner of Railways)	Over the whole of the maintenance working of the State Tramways at Perth, including the Car Barn used in connection therewith	8 May, 1922, to 7 May, 1925 ...	6/1922	12-7-22	Vol. VI., No. 1, p. 32.
Tramway and Electricity Supply Officers (Commissioner of Railways)	Applies to all Officers engaged in the W.A. Government Tramways and Electricity Supply, except heads of Branches, Sub-heads of Branches, Shift Engineers, Switchboard Attendants, and Sub-station Attendants	22 Jan., 1926, to 21 Jan., 1929 ...	5/1926	22-1-26	Vol. VI., No. 1, p. 36.
Tramway Employees (Commissioner of Railways)	Workers covered by "Government Tramways Act, 1912," and "Government Electric Works Act, 1914," and any amendments thereto	3 Jan., 1926, to 31 Dec., 1926 ...	4/1926	19-1-26	Vol. VI., No. 1, p. 32.
Tramway Employees (Commissioner of Railways)	do. do. do.	9 July, 1926 to 19 July, 1926 (Amendment of No. 4/1926)	23/1926	9-7-26	Vol. VI., No. 3, p. 282.
Undertakers' Assistants ...	Radius of 20 miles from G.P.O., Perth	18 Oct., 1925, to 17 Oct., 1928 ...	62/1925	18-11-25	Vol. V., No. 4, p. 342.
Wine and Spirit Warehouse Employees	Radius of 15 miles from G.P.O., Perth	1 May, 1925, to 30 April 1928 ...	28/1925	9-5-25	Vol. 5., No. 2, p. 113.
Wool, etc., Stores Employees	Radius of 20 miles from G.P.O., Perth	24 June, 1925, to 23 June, 1926 ...	42/1925	23-7-25	Vol. V., No. 3, p. 218.
Wool Stores	Radius of 25 miles from G.P.O., Fremantle	20 Dec., 1926, to 19 Dec., 1929 ...	42/1926	20-12-26	Vol. VI., No. 4, p. 394.
†Wyndham Meat Works Employees	Wyndham Meat Works	1 April, 1925 to 31 March, 1926 ...	22/1925	4-4-25	Vol. V., No. 2, p. 95.

*" Reports of Proceedings before the Court of Arbitration." † Includes Meat Industry Employees, Engineers, Engine-drivers, and Firemen.

147

APPRENTICES—APPLICATIONS FOR DISCHARGE OF.

App. Nos. 461, 499, 501, 520/1926.

During the quarter the Court heard four applications for the cancellation of the registration of agreements of Apprenticeship. In each case the application was granted.

APPRENTICES—OBJECTION TO REGISTRATION OF.

During the quarter the Court heard the following objections to the registration of apprentices:—

App. No.	Applicant.	Respondent.	Proposed Apprentice.	Remarks.
494/26	Furniture Trades Union	Locke Furniture Manufacturing Co.	R. V. Clark ...	Adjourned *sine die.*
495/26	Do.	E. Goddard	E. J. Richardson ...	Registration refused.
496/26	Amalgamated Engineering Union	Geo. Kent	F. C. Howard ...	Adjourned *sine die.* Lad finally apprenticed to Fitting Branch instead of Turning.
498/26	Bakers' Union Perth-Fremantle	H. Baker	R. G. Rodgers ...	Union objected to provision for no pay during leave through sickness. Employer agreed to allow 1 months sick leave per annum, with pay
521/26	Printing Industry Employees' Union	Mercantile Press ...	C. Miller	Application for registration withdrawn.

APPRENTICESHIP REGULATIONS.

Building Trade Apprentices.

The Regulations governing apprenticeships to the Building Trade, drawn up by the Court, having been approved by the Governor in Council were gazetted on the 31st December.

The Regulations will be laid upon the tables of both Houses as soon as Parliament meets.

RETURN SHOWING NUMBER OF APPRENTICES REGISTERED AT THE COURT OF ARBITRATION DURING THE QUARTER ENDING 31st DECEMBER, 1926.

Baking	5
Boilermaking	1
Bootmaking	5
Bootmaking (Bespoke)	1
Butchering	4
Carpentry and Joinery	6
Carpentry and Joinery (Eastern Goldfields)	1
Clothing	4
Electrical	2
Engineering	5
Engineering (Eastern Goldfields)	3
Furniture	9
Hairdressing	2
Letterpress Machining	1
Painting	1
Paper Ruling	1
Pastrycooking	2
Plumbing	1
Printing	4
Printing (Country)	1
Saddlery	1
Sheet Metal Working	1
Tailoring	5
Total	66

APPRENTICES' EXAMINATIONS.

During the quarter ended 31st December, 1926, examinations have been conducted in the following trades:—Clothing, Jewellery and Watchmaking, Optical, Carpentry, Hairdressing and Pastrycooking.

The particulars with regards to the above-mentioned examinations are as follows:—

Clothing—Ready-made: Apprentices examined, 42; final certificates granted, 2; progress certificates issued, 39; failed 1.

Clothing—Order Dressmaking: Apprentices examined, 27; final certificates granted, 1; progress certificates issued, 26.

Jewellery and Watchmaking—Jewellery: Apprentices examined, 12; progress certificates issued, 12.

Jewellery and Watchmaking—Watchmaking: Apprentices examined, 10; final certificates granted, 1; progress certificates issued, 8; failed, 1.

Optical: Apprentices examined, 3; progress certificates issued, 3.

Carpentry: Apprentices examined, 122; final certificates granted, 13; progress certificates issued, 103; failed, 2; final certificates deferred, 4.

Hairdressing: Apprentices examined, 25; final certificates granted, 3; progress certificates issued, 18; final certificates deferred, 4.

Pastry-cooking: Apprentices examined, 15; final certificates granted, 2; progress certificates issued, 13.

The report in connection with apprentices in the Painting Trade was unavoidably delayed, not being received until November, and was therefore not included in the last issue of the *Gazette*. The particulars in regard to this examination are as follow:—Apprentices examined, 62; final certificates granted, 4; progress certificates issued, 58.

It will be noted that in both the Carpentry and the Hairdressing Examinations the granting of final certificates to four apprentices in each of these trades has been deferred. The Examiners consider that these boys, who have yet some time to go to finish their apprenticeship, should be examined at the end of their term for the final certificates, and as the next general examination in these trades will not be held until November, 1927, the Examiners have arranged to specially examine these boys without extra charge.

The Board of Examiners in the Hairdressing Trade has also recommended that in future all apprentices be called to Perth and examined at night, when all necessary subjects could be obtained for the examination tests, and a saloon of 7 chairs made available for the purpose. This matter is receiving the attention of the Court.

In connection with the Carpentry Trade apprentices, the Examiners express satisfaction with the improved conditions now obtaining in the trade. They state apprentices are taking a keener interest in their work; the skilled tradesmen are rendering great help to those anxious to get on, and the employers are also encouraging apprentices by giving them greater opportunities.

The Board of Examiners in the Pastrycooking Trade also report very favourably on the work of the apprentices, stating that the boys are one and all a splendid lot of apprentices, and speak well for the trade's future.

PUBLICATIONS RECEIVED.

The Clerk of the Court of Arbitration acknowledges with thanks the receipt of the undermentioned publications:—

Canada.

"The Labour Gazette," Vol. XXVI., Nos. 8-11.

"Labour Legislation in Canada."

"Druggists' Investigation *re* alleged Combine, Interim Report of Registrar."

PUBLICATIONS RECEIVED—*continued.*

Geneva.

"Industrial and Labour Information," Vol. 19, Nos. 12-13 and Table of Contents to Vol. 19. Vol. 20, Nos. 1-12.

"Official Bulletin," Vol. XI., No. 5.

"International Labour Review," Vol. XIV., Nos. 4-6.

"The Economic Journal."

Great Britain.

"Ministry of Labour," Vol. XXXIV., Nos. 9-12.

"The Bristol Advisory Committee for Juvenile Employment," 1925.

"Industrial and International Relations" (House of Commons), 1926.

New Zealand.

Reports of Awards, Agreements, etc., Vol. XXVII., Pages 737-1152.

Queensland.

"Queensland Industrial Gazette," Vol. XI., Nos. 10-12.

India.

"Labour Gazette" (Bombay), Vol. VI., Nos. 1-4.

U.S.A.

"The Wisconsin Apprentice," Vol. IX., Nos. 5, 6.

"Monthly Labour Review," Vol. XXIII., Nos. 1, 2.

"The Industrial Bulletin," Vol. 5, Nos. 11, 12. Vol. 6, Nos. 1-2.

Victoria.

Determinations of Wages Board.

New South Wales.

"New South Wales Industrial Gazette," Vol. XXX., Nos. 2-5.

"Apprenticeship Regulations in New South Wales."

South Australia.

Syllabus of Subjects in Technical Schools.

Apprenticeship Training (Education Department), Bulletin No. 1.

By Authority: FRED. WM SIMPSON, Government Printer, Perth.